

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

RECEIVED
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MAURENE STENNETTE

Plaintiff,

CV

-against-

NEW YORK DEPARTMENT OF SOCIAL
SERVICES HUMAN RESOURCES
ADMINISTRATION et al.,

COMPLAINT

Do you want a jury trial?

☒ Yes ☐ No

Defendant.

Comes Now, Maurene Stennette, with a complaint against the New York Department of Social Services' Human Resources Administration.

JURISDICTION, VENUE AND PARTIES

1. The Plaintiff, MAURENE STENNETTE, is a United States citizen who was domiciled and owns real property at property rental in Rock, New York.
2. Upon information and belief, Defendant, NEW YORK DEPARTMENT OF SOCIAL SERVICES HUMAN RESOURCES ADMINISTRATION, is a governmental agency under the laws of the State of New York and has its principal place of business in the State of New York.
3. This Court has original jurisdiction over this civil action pursuant to 28 U.S.C. § 1331, a case arising under the United States Constitution, federal and state laws, or treaties as a federal question case (issued below)
4. Venue properly lies within the jurisdictional district because it is where a substantive part of the events or omissions gave rise to Plaintiff's claims occurred.
5. This Court may exercise personal jurisdiction over Defendant because they transacted business within the State and this action arises out of that business. The Plaintiff and Defendant entered into various agreement, the terms of which are more fully set forth below (the

“agreement”). The Agreement was entered into in New York and contemplate Defendant’s performance thereunder in New York and Federally.

6. The Defendant violated due process based on failure to do background and tenant history checks pursuant to administrative procedures, policies, and law.

ISSUE FOR REVIEW

1. Did the New York Department of Social Services, Human Resources, Hinder Due Process by failing to adhere to statutory authority under New York State Law?

STATEMENT OF CLAIM

7. In the year of 2019, the Plaintiff and Defendant executed a written Housing Assistance Payments Contract (“HAP Contract”), along with the Lease Agreement with the tenants. (See) **attached Exhibit 4**

8. On or about February 9, 2019, the Plaintiff began receiving payment from the New York Housing Assistance Program for the tenants at 462 Beach 64th Street, Arverne, New York 11692.

9. The City of New York Human Resources Administration (“HRA”) would forward a monthly amount for rental payments to Ms. Stennette.

10. In June of 2019, Plaintiff initially reported theft of rental assistance checks to Bureau of Reconciliation & Control (BORAC). The rental assistance checks were being sent to the rental property address, not directly to the Plaintiff.

11. The Plaintiff had made several attempts to change her address, by physically going to the HRA office several times, emails and numerous telephone calls. On April 10, 2020, the Plaintiff sent correspondence to the HRA to ensure that she would have the address changed to her new residence in Georgia.

12. The Plaintiff visited the HRA Manhattan office to report the stolen checks and to once again have her address changed.

13. On or about March 30, 2020, after being directed to complete the Landlord Request for Replacement of Direct Vendor Payment, Plaintiff, forwarded the documentation to Donald Smith, Supervisor Check Replacement Fraud & Forgery Unit for further investigation regarding *check nos. 43336934 dated 8/28/19, 23105242 dated 9/11/19, 23326793 dated 10/09/19, 23984564 dated 1/10/20, 24202206 dated 2/10/20, 24529176 dated 3/24/20 and 22995084 dated 8/24/19* and issued by JC 79. ***See attached Exhibit. 4***

14. On or about June 23, 2021, Plaintiff, once again submitted correspondence along with forms and copies of the cashed checks made out to the Plaintiff, but signed by the tenant, to include Affidavit of Improper Negotiation of Cash Assistance Check dated June 23, 2021 for *check no. 43377950 dated 9/27/19, 43423764 dated 10/30/19, 43465442 dated 11/27/19, 43508025 dated 12/28/19, 43575686 dated 1/29/20*. ***See attached Exhibit. 1***

15. On July 13, 2021, Donald Smith, Supervisor Check Replacement Fraud and Forgery Unit was directed by Harold Delaney to process the investigations, and send for legal prosecution, of which to date has not been done.

16. The Plaintiff had attempted to evict the tenants due to the destruction of her property

17. The Defendants on several occasions had purposefully broken and/or destroyed personal property that was left in the rental property. The Defendants have purposefully clogged the bathroom and kitchen drains which in turn has caused flooding in the apartment. The Plaintiff had a plumber at the residence, which reported back to the Plaintiff that the drains were stuffed with meat, fries, hair and other garbage, along with the bathroom plumbing including but not limited to fecal matter. ***See Exhibit 2***

18. The Plaintiff was advised by DEP to shut off the water because owner owes a water bill in excess of \$11,000.00, and the house was flooding again and again.

19. The Plaintiff has been advised from neighbors that there is a constant law enforcement presence at the rental property, due to violence, sexual innuendos and most strikingly drugs and booze.

20. On or about January 21, 2021, a neighbor wrote a Complaint to the New York City Department of Housing Preservation complaining about the neighbors. She reported that there were constant domestic disturbances. The last incident was December 13, 2020, when the police came out and arrested several people for inebriated fighting. Loud music at all hours of day and night, verbally threats by the neighbors, smell of drugs and many other incidents including but not limited to- drug and alcoholic disturbances.

FACTS

21. Plaintiff owns real property at 462 Beach 64th Street, Arverne, New York 11692. She participates in the Federally funded *Section 8 rent subsidy program ("Section 8") of the Housing Act (42 USC 1437(g))* which aids "low-income families in obtaining a decent place to live, by subsidizing private landlords who would rent to low-income tenants." *Rosario v. Diagonal Realty, LLC*, 9 Misc.3d 681, 685, 803 N.Y.S.2d 343 (Sup.Ct. Kings Co.2005) citing *Cisneros v. Alpine Ridge Group*, 508 U.S. 10, 12, 113 S. Ct. 1898, 123 L.Ed.2d 572 (1993). Section 8 authorizes the U.S. Department of Housing and Urban Development ("HUD") to enter annual contribution contracts with local public housing authorities so that they may make assistance payments to owners of existing buildings. *Rosario, supra*, 9 Misc.3d at 681, 803 N.Y.S.2d 343. The Housing Authority is one of the local agencies that administers the Section 8 program.

Citadel Estates, LLC v. NYC Housing Authority, 39 Misc.3d 880, 960 N.Y.S.2d 598 (Sup.Ct., Kings Co.2013).

22. ~~HUD has promulgated regulations that govern the operation and administration of~~

Section 8. *See* 24 CFR Part 982. Pursuant to 24 CFR §§ 982.305(d)(22), the PHA administrative plan must cover PHA policies on these subjects: PHA screening of applicants for family behavior or suitability for tenancy.

23. HUD has promulgated regulations that govern the operation and administration of Section 8. *See* 24 CFR Part 982. Pursuant to 24 CFR §§ 982.305(a)(2), (b)(1)(I), all prospective apartments must meet federal housing qualify standards (“HQS”) and be inspected by the Housing Authority prior to being certified under Section 8. Once certified, the apartments must be inspected at least once annually to ensure their continuous compliance. The regulations prohibit the Authority from paying any subsidies to apartments that do not need federal HQS. 24 CFR § 982.404(a)(3), § 982.452(b)(2), § 982.453(a)(1). Pursuant to 24 C.F.R. § 982.404, the Housing Authority must afford the landlord at least 30 days to correct any non-life threatening HQS violation unless the Housing Authority extends the deadline. *See, Matter of 12th & 14th Street Inv., LLC v. New York City Housing Authority*, 2013 N.Y. Slip Op. 30696(U), 2013 WL 1562134, 2013 N.Y. Misc. LEXIS 1436 (Sup.Ct., N.Y. Co.2013); *Rowe v. NYC Housing Authority*, Index No. 029455–10 (Civil Ct., Kings Co.2010).

24. The relationship between the landlord and the Housing Authority is governed by a Housing Assistant Payment Contract (“HAP”) under which the latter pays the Section 8 landlord monthly housing assistance payments from funds allocated by HUD. These rents constitute the difference between the total rent due for an apartment leased by the landlord to a qualified tenant

and the rent due by said tenant under the controlling federal regulations. *Citadel Estates*, *supra*, 39 Misc.3d at 883, 960 N.Y.S.2d 598.

25. ~~Both sides agree that the plaintiff and the Housing Authority entered into a HAP~~

agreement. According to the HAP, Part B subsection 2e, “The owner is responsible for screening the family’s behavior or suitability for tenancy. The PHA is not responsible for such screening. The PHA has no liability or responsibility to the owner or other person for the family’s behavior or the family’s conduct in tenancy.” However, this is in direct contradiction to 24 CFR §§ 982.305(d)(22),

26. The defendant must make monthly payments so long as the plaintiff complies with all the provisions of the contract. Part B, subsection 3a, requires the landlord to “maintain the contract unit and premises in accordance with the HQS. Subsection 3c provides that “if the owner does not maintain the contract unit in accordance with the HQS the [Authority] may exercise any available remedies which include the termination of housing assistance payments.” Subsection 3e allows the Authority to inspect the contract unit and premises as the Authority sees fit in accordance with the HQS. Per Subsection 3f, the Housing Authority must notify the owner of any HQS defects revealed by the inspection and the Authority shall not, pursuant to Subsection 3d, make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the Authority and the Authority verifies the correction.”

27. The Housing Authority had made no effort in their application process or the Authority inspecting the property and notifying the landlord of the HQS defects. While Subsection 3d mandates that the landlord/owner must cure the defect within 24 hours if the defect is “life threatening,” it does not specify the cure period for non-life-threatening defects, leaving it up to

the Housing Authority to determine the necessary period. The Housing Authority had not tried to inspect the property pursuant to the HAP contract

28. Plaintiff asserts that the Housing Authority has “clarified the process” by a management audit dated February 9, 2022, which states that the audit found that DHS lacks adequate controls over critical aspects of its investigations to determine the eligibility of families with children for temporary housing assistance. Specifically, DHS did not ensure that its personnel complied with agency policy, guidelines, and procedures, and with State Administrative Directives regarding actions it was required to take to verify applicants’ two-year housing histories before finding them ineligible. The audit also found that HDS lacks clear written policies and procedures that adequately reflect the agency’s current policies.

29. Ultimately, whether a plenary action or a special proceeding is appropriate is dependent upon whether the petitioner asserted that the governmental action was in violation of lawful procedure or was arbitrary and capricious and an abuse of discretion, in which case an Article 78 proceeding is the appropriate vehicle. *Abiele, supra*, 91 N.Y.2d at 8, 666 N.Y.S.2d 970, 689 N.E.2d 864 (1997). See, 35–41 *Clarkson LLC v. NYC Housing Authority*, 2012 WL 5992094 (S.D.N.Y.2012). Only if the focus of the controversy is on an agency's breach of an express contractual right, or on the agency's violation of the implied obligations of good faith, fair dealing and cooperation would a plenary action be appropriate. *Abiele, supra*, at 7–8, 666 N.Y.S.2d 970, 689 N.E.2d 864. See, *DDEH 291 Pleasant LLC v. Reinert and Dept. of HPD*, 2009 N.Y. Slip Op. 32790(U), 2009 WL 5072276, 2009 N.Y. Misc. LEXIS 5445 (Sup Ct. N.Y. Co.2009).

RELIEF

Since that time, HRA your company breached the rental assistance contract, our client was forced to pay the rent and utilities on the property, along with and while her attempts to evict the tenants. The tenants- due to the defendants' negligence and investigating and stopping rental assistant payments being sent to the rental address- have caused damages to the property in the amount over \$200,000.00, utilities more than \$15,000.00 and loss of equitable time, potential foreclosure of the property, research fees, loss of work and faith in the economy and undermatron of the real estate landscape. Defendants lack of investigation of the theft of rental monies, due diligence, *inter alia*, from this property constitutes fraud in New York and within the UNITED STATES. Additionally, the time out of work, negligent infliction of emotional distress, anxiety, and total loss of time, gives rise to AN AMOUT OF \$1,250,000.00(One Million Two Hundred and Fifty Thousand Dollars.

Further, the defendant's department negligence in determining that Ninoshka Smith and Roman Thomas were eligible or ineligible for housing assistance contributed to the fraud and forgery committed against my client, along with the destruction of property. Had the Department made the proper investigation of the history of these tenants, they would not have been eligible for housing assistance and Stennette would not have a hindrance of due process, ipso facto.

NOTICE

THE NATURE OF THIS MATTER IS:

FRAUD, BREACH OF CONTRACT, UNJUST ENRICHMENT, NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS, NEGLIGENCE PER SE- GIVING RISE TO A DEPRIVATION OF DUE PROCES.

The relief sought is damages of **\$1,250,000.00(ONE MILLION TWO HUNDRED FIFTY THOUSAND UNITED STATES DOLLARS)**

By signing below, I certify to the best of my knowledge, information, and belief that: (1) the complaint is not being presented for an improper purpose (such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation); (2) the claims are supported by existing law or by a nonfrivolous argument to change existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Federal Rule of Civil Procedure 11.

I agree to notify the Clerk's Office in writing of any changes to my mailing address. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

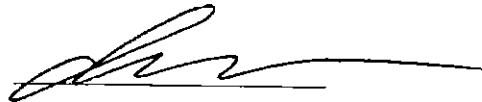


MS. MAUREEN STENNETTE
(Victim)

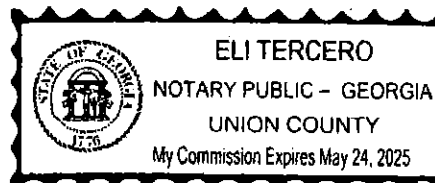
4202 E. Emerald Dr.
Kennesaw, GA 30144

+19173794236

Notary of Public in Witness Of:



8/18/2022



UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

CAPTION:

MAUREEN STENNETTE

CERTIFICATE OF SERVICE*

Docket Number: _____

v.

AMAZON.COM, et al.

I, Maureen Stennette, hereby certify under penalty of perjury that
(print name)on 08/20/2022, I served a copy of complaint, certificat, affidavits, evidence
(date)all in support of the complaint documents

(list all documents)

by (select all applicable)**

☐ Personal Delivery ☒ United States Mail ☐ Federal Express or other
Overnight Courier☐ Commercial Carrier ☒ E-Mail (on consent)

on the following parties:

SDNY CLERK PRO SE 500 PEARL STREET NEW YORK NY 10007

Name Address City State Zip Code

AMAZON.COM CORP OFFICE

Name Address City State Zip Code

Name Address City State Zip Code

Name Address City State Zip Code

*A party must serve a copy of each paper on the other parties, or their counsel, to the appeal or proceeding. The Court will reject papers for filing if a certificate of service is not simultaneously filed.

**If different methods of service have been used on different parties, please complete a separate certificate of service for each party.

9/2/22

Today's Date

/s/ [Signature]
Signature

EXHIBIT ONE

DECLARATION OF FACT AFFIDAVIT 28 U.S.C. § 1746

I Maureen Stennette declare under penalty of perjury that adduced below are true facts that happened to me. I am of my own mind and body and soul. I am of my own volition. I will tell the story here.

I bought my house in August 2012. I just needed to move out of my husband's house since we were getting a divorce and I didn't feel safe there. At the closing, the owner's family was very upset about losing the house and the sale almost did not go through. Apparently, the hard feelings continued, something I was not aware of because I allowed the owner to stay there until he found appropriate living space. He was very nice, but his children were the ones who were upset.

I did a total renovation on the house. I slept in one night and then hurricane Sandy came and deposited almost 5 feet of water in the house. I lost everything on the 1st floor including washer, dryer, refrigerator, water heater and furnace. After rebuilding for the second time, I was able to live in and enjoy my home. However, after a couple years of living alone, I started to miss my daughter and my grandchildren. I decided to move back to Georgia where I had lived previously before moving back to New York for work. Since I had spent so much money on this house in New York, it was hard for me to let just anyone live in my home, so I kept it empty for two years while paying two mortgages. This got too much for me, so I finally decided to rent my house. I am sad to say but this would be a decision that I came to regret because since that fateful decision, I have been living a waking nightmare!

I wanted to rent my home to someone who would take good care of my place and treat it like it was theirs. I know that it is hard to find good tenants. However, someone I knew very well, recommended a realtor whom he said he works for at times and who could find a good tenant for me. Since I trusted this person, I decided to take his advice and talked to the realtor. The Realtor's name is Krishna (Kris) Lakharam from Perfect Properties Corp, 1910 Mott Ave, Far Rockaway, Ny 11691. Phone: Cell: 516-476-0857 Office: 718-327-4800. I was very specific in my requirements, and I let him know this. For instance, I informed him that I did not want smokers or anyone with drug use to live in my house. This realtor informed me that he had many potential renters but said most of them smoked and did not qualify.

However, one day in February 2018, he called and said he found someone who would be a good tenant for me. He stated that he interviewed the family, and they were very nice, they didn't smoke, and the background check was good. Since I was not in the state, I was not able to see or talk to this family. However, I trusted the realtor because he had seen my house, took pictures of what it looked like before renting, as well as he knew of my requirements of the caliber of potential renters. He also pushed a government program called City FEPS, which he said was better than the Section 8 Program. He stated that they would pay one year's rent upfront in a lump sum payment. I knew nothing about this program, but he made it sound very good, so I agreed to take his word and go with the program. I signed a lease for one year and received my payment. I had no idea this action would change my life in the worst possible way imaginable because he conveniently omitted the H in FEPS (City FHEPS). City FHEPS is a rental assistance program under the Human Resources Administration Program (HRA). I've since then

come to understand that the H means homeless families. I think this omission was intentional because the realtor was working directly with the homeless shelter who were trying to transition homeless people into the society. I believe his reason for doing this was the commission that he received from the transaction.

The name of the tenant is Ninoshka Thomas. She also uses other names such as Cain and Santiago. Her D.O.B. is 11/04/1990. Her husband Roman Thomas is now deceased. I would not be surprised if she had something to do with it. Her case # the City FEPS Program is 034210307E. The Human Resources Administration (HRA) general # is 929-221-0043. Her Social Worker was Kadejah Green. Phone 917-815-0940. One week after tenants moved in, the police started making frequent visits to the home and it only got worse during their tenancy. There were yelling and fighting all the time, with such behavior extending to the street. They smoked, used drugs, played loud music and made noise constantly. This is a very quiet neighborhood and the residents started blaming me for this problem. Things got so bad that my family had to move out. One neighbor had to sell her house to get away from the nuisance. Social Worker Kadejah Green told me that there was nothing City FEPS could do because once the tenant moves in, they have nothing more to do with them, which is not true because they would not let me evict them-they call it a process. And that process is to go through the court system to allow them more time to destroy my house and the neighborhood.

Another Social Worker at Catholic Charities is Minah Song. Phone # 718-647-1015 ext. 3512. She is the one who informed me that my rent checks were being cashed. When I told her that tenant's husband informed me that she was the one cashing the checks, she told me that he was lying and then stopped taking my calls. I have emails and faxes where I sent lease termination letter and forms for change of address and change of payee to her.

The worker at the Rockaway Job Center where she collects public assistance is Leslie Wallace. Phone # 718-637-2144/718-634-6581. Email: wallacel@hra.nyc.gov. This center is located at Beach 59th Steet, Arverne, Ny 11692, next to the train station. Ms. Wallace was helping me to recover the stolen money when apparently, she recognized what was happening and told me that she had a short time to retirement and needed to keep her job. I think she found out who was changing my address and assisting the tenant to steal my checks and it was someone on the inside. She was protecting herself and did not act with integrity. She told me there was nothing more she could do for me.

After I visited the Job Center, I went to the HRA building on 16th Street in Manhattan and changed my address there as well. However, the checks kept going to the property address, and Ninoshka Thomas kept taking my mail from the mailbox, forging and cashing the checks with no problem. One of her accomplices, which the husband told me about is Princess Brown-Smith who lived at 637 Beach 63 St., Arverne, NY 11692. She now lives at 5355 Sugarloaf Pkwy, Apt # 703, Lawrenceville, Ga 30043. She is the one who forged my signature.

I have spoken to numerous people at the HRA since June 2019 when I reported the theft of my rent checks. There have been 3 separate investigations opened but they all seem to go cold. I have been referred to the Landlord Ombudsman, the OIG's office, the Commissioner's Office, the FBI and just all over the place. Everyone says they are sorry for what I'm going through, but no one has helped me.

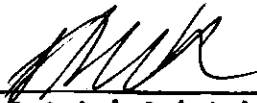
In addition to the thefts, Ninoshka Thomas has maliciously flooded my house over 17 times and has vandalized the property with renovation costs about \$50,000.00 or more, depending on what we find behind the walls. Further, she walked out the apartment leaving all her belongings, garbage and rotting food without informing anyone that she left. By the time my son had the courage to go and check if they were still there, the stench was so high, the contractors refused to go inside. This situation caused an infestation of roaches and rodents.

I do not know her forwarding address but one Mario Lamberti who lives at 540 Beach 72nd St, Arverne, Ny 11692, might have assisted her. His phone # is 646-964-8886, email: mariolamberti@yahoo.com. His company is Mell Management Inc. It is some kind of real estate company. He tried to fraudulently take possession of my house while claiming to help me as my property manager. He assisted tenant and HPD Legal Aid to break into the house and reattach water pipes. They then attached a bill of over \$2,000.00 as lien against my house for the illegal work they did. They tried to get the previous tenant to let them into the 1st floor and when he refused, Mario used the key he had while pretending to be my agent and let HPD workers in. He swore he had nothing to do with it, even getting into a fight with tenants and taking out a fake order of protection against them. He deleted over 2 years of text messages we had. He also tried to rent the same apartments on the 1st floor to different people and took their money. He refuses to give one person back their deposit and tell her that I am responsible to pay back her money which I never received.

MAUREEN STENNETT



NOTARY



DATE

5/18/22

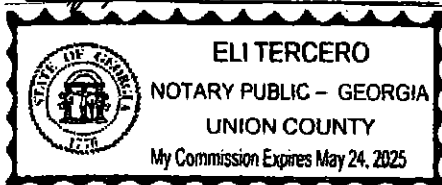
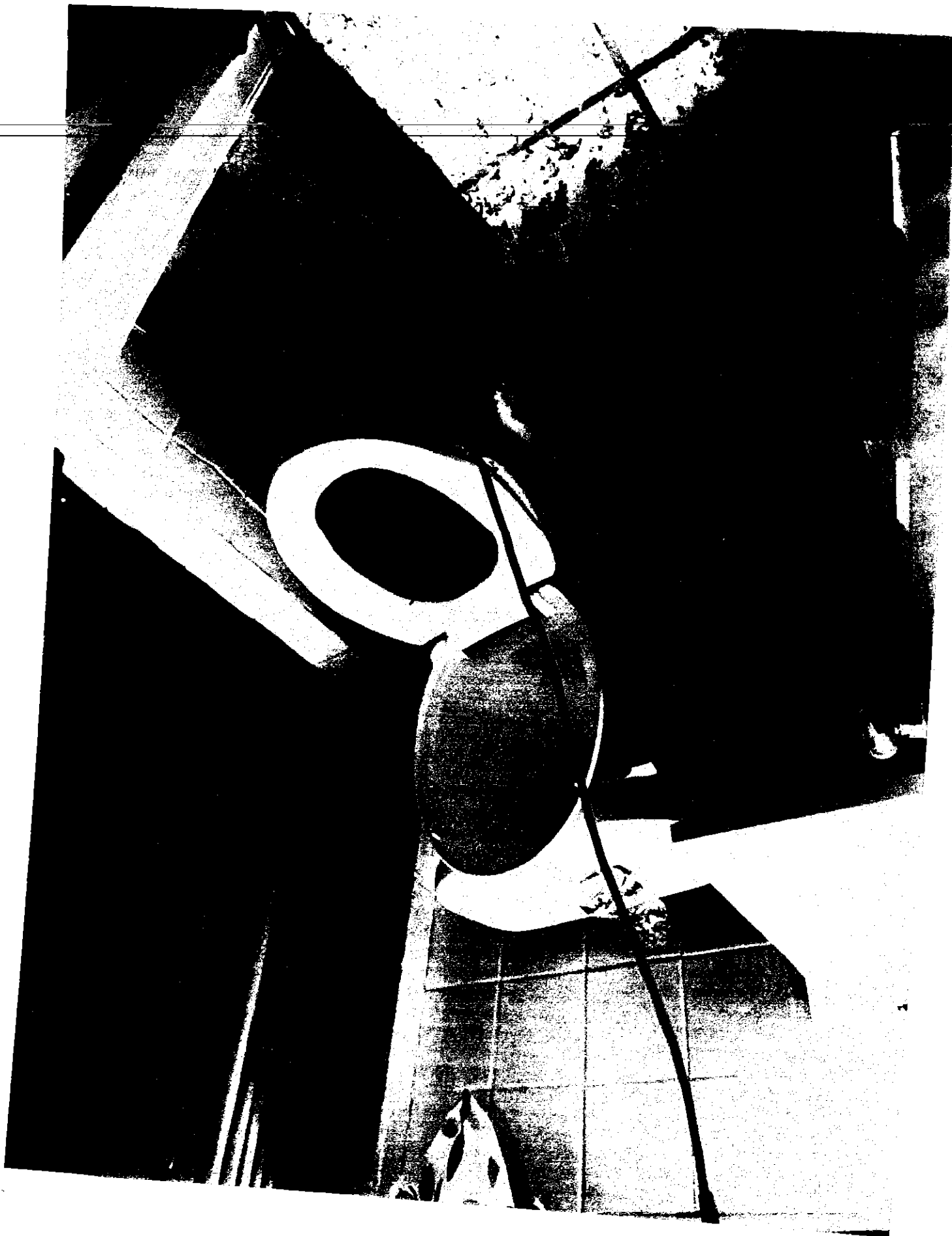
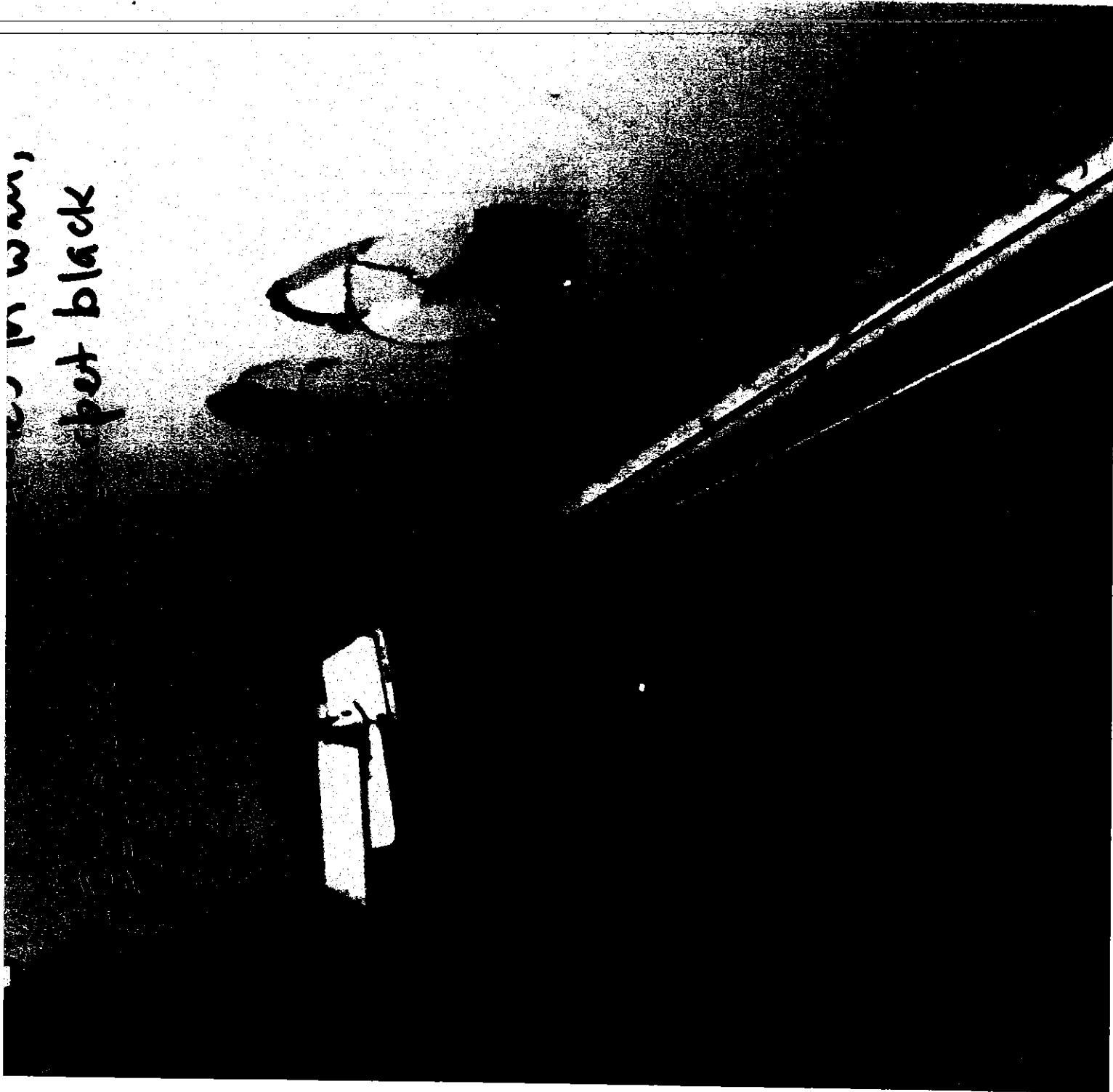


EXHIBIT TWO





Kitchen/dining Room



←
AIR
conditioner
black
with dirt
grime

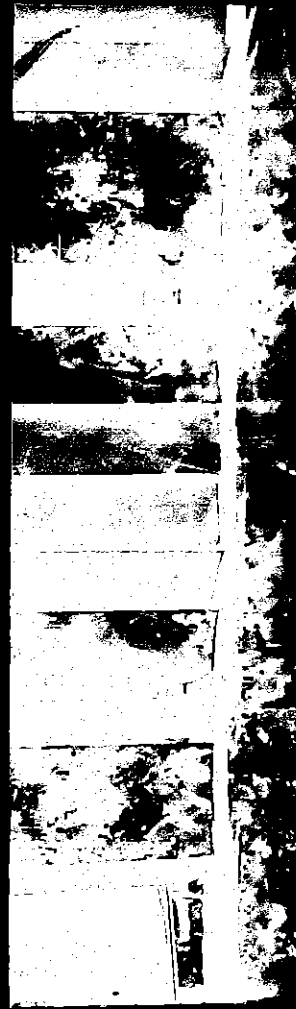
←
clothes,
bags,
junk in
dining room

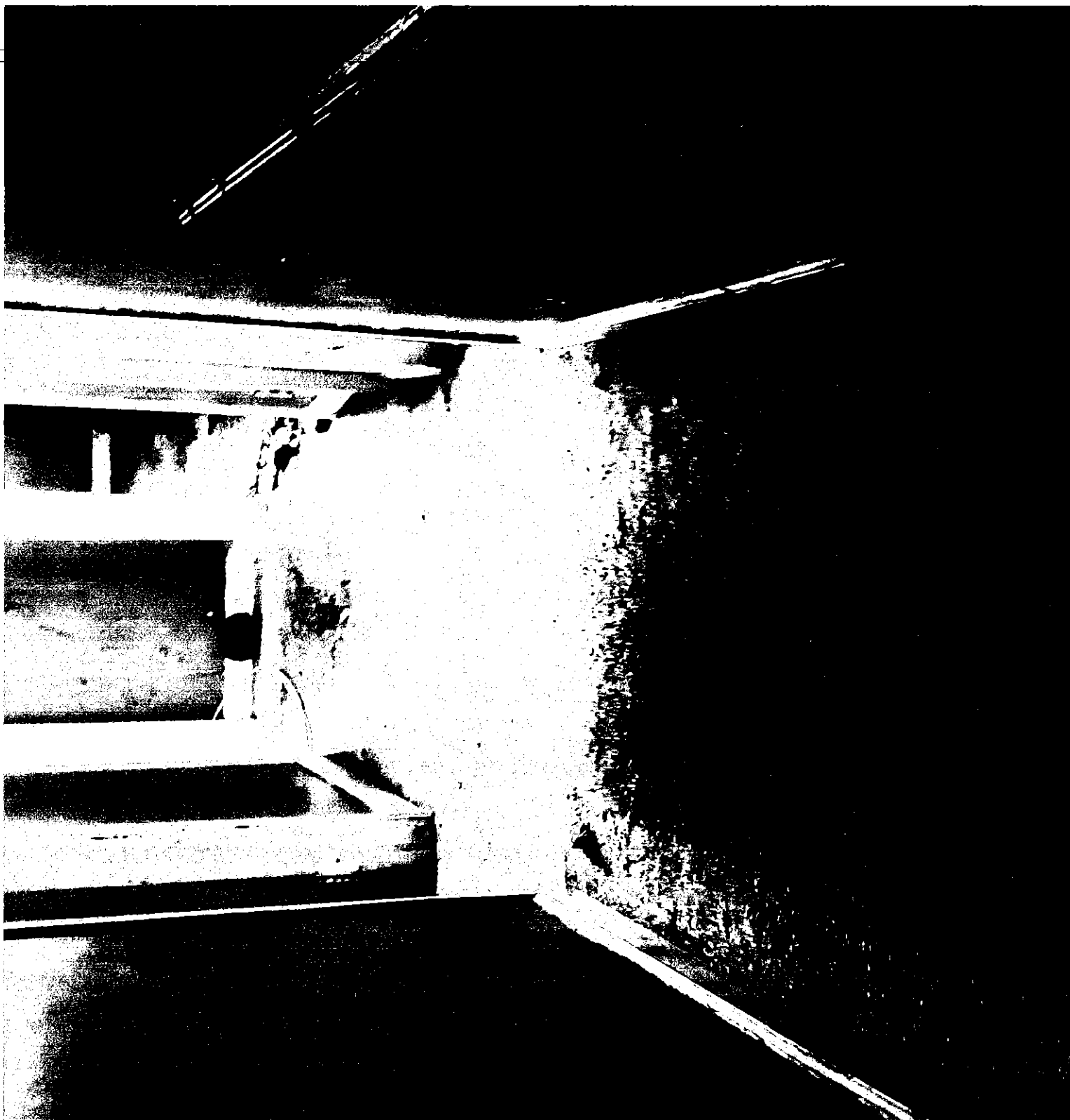


in in downstairs apt cleaning up from flooding
Gripoff went to Guinapio to the stairs

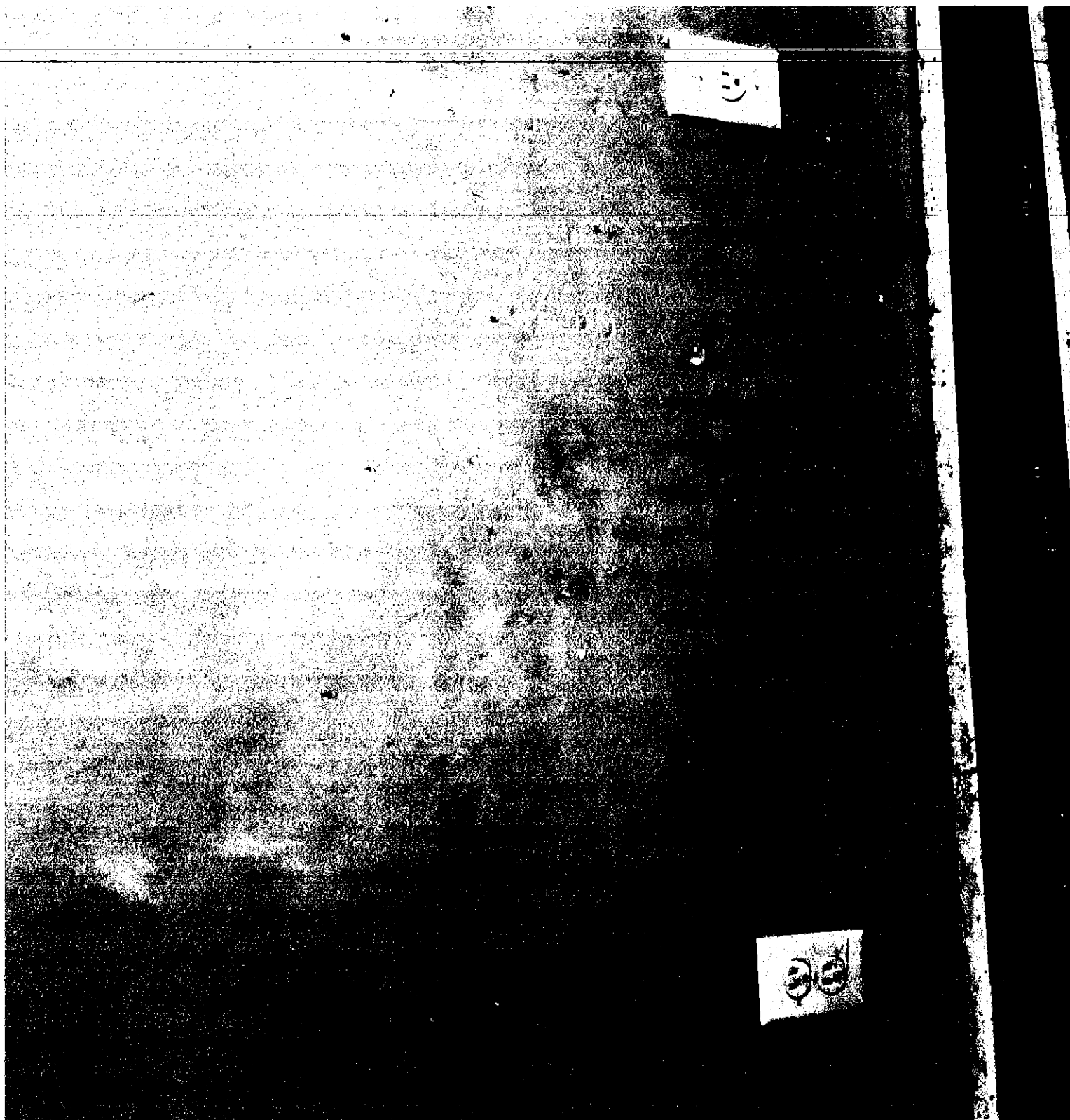














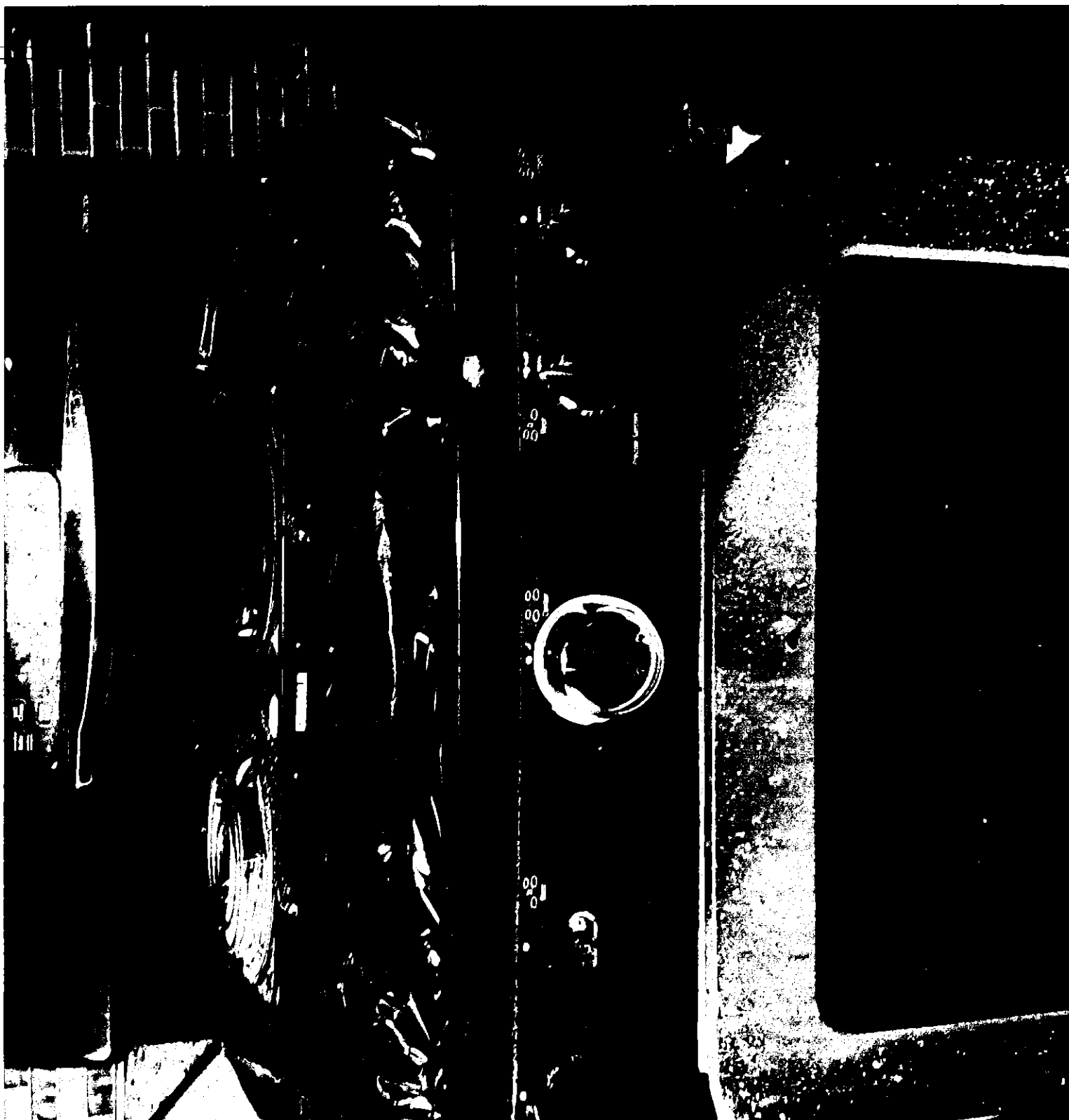






EXHIBIT THREE

Maurcen Stennette

4202 E. Emerald Dr.

Kennesaw, Ga 30144

June 23, 2021

SUB CTR 79

CASE# 34210307E

BORAC

Attn: Supervisor, Forged Check Unit

150 Greenwich St, 34th Floor.

New York, NY 10007

To Whom It Concern:

My name is Maureen Stennette. I am submitting the affidavit forms along with these cashed checks that were made out to me but were stolen, forged and cashed by City FEPS tenant, Ninoshka Thomas who also uses other last names such Cain, Santiago and Smith.

The theft was reported to BORAC since June 2019. I spoke to Officer Vaz on multiple occasions. I reported the case again in early 2020. Both times I was informed that the case is being investigated however, I could not be informed of the results. ~~Here case # is 034210307E.~~

I was first notified that my checks were being cashed when I reported to her social worker, Minah Song at Catholic Charities that I was not being paid my rent. Her husband Roman Thomas informed me that she was indeed cashing the checks along with her friend Princess Brown whose last name is now Brown. I have the text message from him.

I have changed my address many times. I personally visited the HRA building on 16th St in Manhattan and reported the situation and changed my address. I received two checks at my address in Georgia from your department. However, that was the last payment I received.

I have been living a waking nightmare with this horrible person. She has been living rent and utility free while subletting rooms in the apartment. She has been evicted twice but I cannot get her out of my house because her Legal Aid keeps blocking the eviction. Damages to my house is over \$100,000.00. I have not been able to pay my mortgage since May 2020 and unpaid utility bills are about \$15,000. All efforts to get paid have been unsuccessful.

Please help in any way you can.

Thank you.


Maureen Stennette

Phone: 917-379-4236

Form W-147Y
Rev. 4/24/15Human Resources - Family Independence
Administration
Department of
Social Services

Affidavit of Improper Negotiation of Cash Assistance Check

Instructions to the Landlord/Managing Agent: If the endorsement on the enclosed copy of the check(s) is not yours, complete Section 2 of this affidavit, have it notarized and send it with the copy of the check(s) to:

BORAC

Attn: Supervisor, Forged Check Unit
150 Greenwich Street, 34th Floor
New York, NY 10007
Phone: (929) 221-6023

Section 1

To be completed by Center staff

Center	Case Type (FA, SNA, etc.)	Case Number	Suffix
79	SNNC	34210307E	01

Payee's Name (as it appears on check)

STENNETTE MAUREEN FROM

Check Number

SP43377950

Issue Date

092719

Amount

\$1,455.00

Section 2

To be completed by Landlord/Managing Agent

Maureen Stennette
(company name, if applicable) the undersigned, being duly sworn, depose and say that I

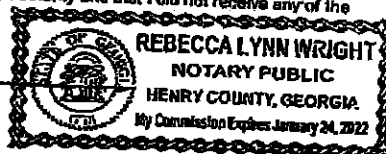
am the Landlord/Managing Agent of 462 Beach 64 St. Arverne, NY 11692

My address/phone number is as follows:

4202 E. Emerald Dr NW, Kennesaw
Ga 30144

The attached check was issued by the Center and required my endorsement to be valid. I have examined a copy of said check and the endorsements thereon, and state that none of the endorsements were made by me or with my authority and that I did not receive any of the proceeds of said check.

Signature of Landlord/Managing Agent



Subscribed and sworn to before me:

Rebecca Lynn Wright this 23rd day of June 2021
Notary Public



Service provided by Finance.Ncl

Bank BA - Account Number: 2220015556 - Check Number: 43377950 - Amount: \$1,455.00

PUBLIC ASSISTANCE ACCOUNTS THE CITY OF NEW YORK PO BOX 181 NEW YORK NY 10274-0181 ST 34384225 28375 8 - 27947801 9373		THE CITY OF NEW YORK DEPARTMENT OF SOCIAL SERVICES CASH THIS CHECK AT ONCE		BANK OF AMERICA 27-37 43377950	
PAY *** One Thousand Four Hundred Fifty-Five And NO/100 Dollars		DATE SEP 27 2019		AMOUNT \$1,455.00	
PAY TO THE ORDER OF MAUREEN STENNETTE FOR THOMA 462 BEACH 64TH STR PAT ROCKING NY 10022		CITY/STATE/ZIP NEW YORK NY 10001		CITY/STATE/ZIP NEW YORK NY 10001	
MICR LINE: ⑈43377950⑈ ⑈011201539⑈ 002220015556⑈					

• HOLD TO LIGHT TO VIEW WATERMARK • THERMOCHROMATIC INK FADING FROM ORANGE TO YELLOW	062740000185 TWO4E316 10:27:23 AM KeyAmt: 1455.00 4353447280 44823300000008534		SIGNATURE
	(Large blank area for watermark)		
	(Large blank area for watermark)		
	(Large blank area for watermark)		

HRA/Finance Office
 Designed and developed by HRA/Finance Office (SEAD)

Form W-147Y
Rev. 4/24/15Human Resources
Administration
Department of
Social Services
Twenty-First
Administration

Affidavit of Improper Negotiation of Cash Assistance Check

Instructions to the Landlord/Managing Agent: If the endorsement on the enclosed copy of the check(s) is not yours, complete Section 2 of this affidavit, have it notarized and send it with the copy of the check(s) to:

BORAC

Attn: Supervisor, Forged Check Unit
150 Greenwich Street, 34th Floor
New York, NY 10007
Phone: (929) 221-6023

Section 1

To be completed by Center staff

Center	Case Type (FA, SNA, etc.)	Case Number	Suffix
719	SNNVC	34210307E	01

Payee's Name (as it appears on check)
STENNETTE MAUREEN
Check Number
SP43423764

Issue Date	Amount
103019	\$ 1,455.00

Section 2

To be completed by Landlord/Managing Agent

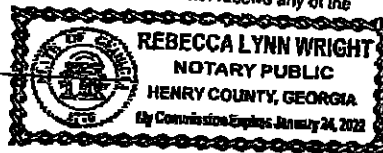
I, Maureen Stennette, the undersigned, being duly sworn, depose and say that I

am the Landlord/Managing Agent of 462 Beach 64 St, Arverne, NY 11692

My address/phone number is as follows: 4202 E. Emerald Dr. NW, Kennesaw
Ga 30144

The attached check was issued by the Center and required my endorsement to be valid. I have examined a copy of said check and the endorsements thereon, and state that none of the endorsements were made by me or with my authority and that I did not receive any of the proceeds of said check.

[Signature]
Signature of Landlord/Managing Agent



Subscribed and sworn to before me:

Rebecca Lynn Wright
Notary Public
23rd day of June, 2021

Human Resources
Administration
Department of
Social Services



Service provided by FinanceNet

Bank: BA - Account Number: 2220015556 - Check Number: 43423764 - Amount \$1,455.00

THE CITY OF NEW YORK
DEPARTMENT OF SOCIAL SERVICES
CASH THIS CHECK AT ONCE
43423764
DATE: OCT 30, 2019
AMOUNT: \$1,455.00
PAY TO THE ORDER OF: MAUREEN STENNETTE FOR THOMAS
462 BEACH 64TH STR
FAR ROCKAWAY, NY 11692
NY 10274-0181
PO BOX 181
NEW YORK, NY 10027
SP 240020 9792
PAY: One Thousand Four Hundred Fifty Five And No/100 Dollars
00094210307E-01 1793 SNMC
FOR OFFICIALS: RETAIL ASSIST SMT/CONCORD E
43423764

⑈43423764⑈ ⑈011201539⑈ 002220015556⑈

MAUREEN STENNETTE
462 BEACH 64TH STR
FAR ROCKAWAY, NY 11692
NY 10274-0181
PO BOX 181
NEW YORK, NY 10027
SP 240020 9792
PAY: One Thousand Four Hundred Fifty Five And No/100 Dollars
00094210307E-01 1793 SNMC
FOR OFFICIALS: RETAIL ASSIST SMT/CONCORD E
43423764
DATE: OCT 30, 2019
AMOUNT: \$1,455.00
PAY TO THE ORDER OF: MAUREEN STENNETTE FOR THOMAS
462 BEACH 64TH STR
FAR ROCKAWAY, NY 11692
NY 10274-0181
PO BOX 181
NEW YORK, NY 10027
SP 240020 9792
PAY: One Thousand Four Hundred Fifty Five And No/100 Dollars
00094210307E-01 1793 SNMC
FOR OFFICIALS: RETAIL ASSIST SMT/CONCORD E
43423764

⑈43423764⑈ ⑈011201539⑈ 002220015556⑈

* HOLD TO LIGHT TO VIEW WATERMARK
* THE WATERMARK INK PAGES FROM CHANGE TO YELLOW

HRAFFINANCE OFFICE

Designed and developed by HRAFFINANCE OFFICE (SEAD)

Form W-147Y
Rev. 4/24/15Human Resources : Family Independence
Administration : Administration
Department of
Social Services**Affidavit of Improper Negotiation
of Cash Assistance Check**

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BORAC

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150 Greenwich Street, 34th Floor
New York, NY 10007
Phone: (929) 221-6023

Section 1

To be completed by Center staff

Center	Case Type (FA, SNA, etc.)	Case Number	Suffix
79	SNNR	34210307E	01

Payee's Name (as it appears on check)

S	T	E	N	N	E	T	T	E	M	A	U	R	E	E	N
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

FR CAIN

Check Number

S	P	4	3	4	6	5	4	4	2
---	---	---	---	---	---	---	---	---	---

Issue Date

1	1	2	7	1	9
---	---	---	---	---	---

Amount

\$	1	.	4	5	5	.	0	0
----	---	---	---	---	---	---	---	---

Section 2

To be completed by Landlord/Managing Agent

Maureen Stennette, the undersigned, being duly sworn, depose and say that I
(company name, if applicable)

am the Landlord/Managing Agent of 462 Beach 64 St, Arverne, NY 11692

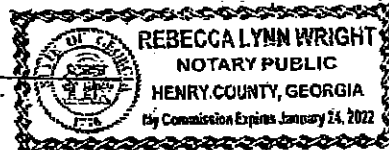
My address/phone number is as follows:

4202 E. Emerald Dr NW
Kennesaw Ga 30144

The attached check was issued by the Center and required my endorsement to be valid. I have examined a copy of said check and the endorsements thereon, and state that none of the endorsements were made by me or with my authority and that I did not receive any of the proceeds of said check.

Signature of Landlord/Managing Agent

[Signature]



Subscribed and sworn to before me:

Rebecca Lynn Wright this 23rd day of June, 2021
Notary Public



Human Resources
Administration
Department of
Social Services

Service provided by Finance.Nel

Bank: BA - Account Number: 2220015555 - Check Number: 43465442 - Amount: \$1,455.00

PUBLIC ASSISTANCE
ACCOUNTS
THE CITY OF NEW YORK

THE CITY OF NEW YORK
DEPARTMENT OF SOCIAL SERVICES
CASH THIS CHECK AT ONCE

BANK OF AMERICA

43465442

PO BOX 181
NEW YORK
SP 24873644 27618

NY 10274-0181
28305301 5645

DATE NOV 27, 2019

AMOUNT \$1,455.00

PAY \$44 One Thousand Four Hundred Fifty-Five And NO/100 Dollars

46-CITYFRS RENTAL ARREAR SUPPLY/CONC
FOR PAYMENT THIS 28/11/2019
00034210807E-01 79 SNNC

PAY TO THE ORDER OF MAUREEN STENNETTE FOR THOMAS
462 BEACH 64TH STR
FAR ROCKAWAY, NY 11692

43465442 1011201539 002220015555

123098000028 TWO4CS12 2017036 PM

KeyAmt: 1455.00

5553447280

4422330000008534

100 TO LIGHT TO VIEW WATERMARK
100 TO LIGHT TO VIEW WATERMARK
100 TO LIGHT TO VIEW WATERMARK

MAUREEN STENNETTE

HRA/Finance Office

Designed and developed by HRA/Finance Office (SEAD)

Form W-147Y
Rev. 4/24/15Human Resources Administration
Family Independence
Administration
Department of
Social Services

Affidavit of Improper Negotiation of Cash Assistance Check

Instructions to the Landlord/Managing Agent: If the endorsement on the enclosed copy of the check(s) is not yours, complete Section 2 of this affidavit, have it notarized and send it with the copy of the check(s) to:

BORAC

Attn: Supervisor, Forged Check Unit
160 Greenwich Street, 34th Floor
New York, NY 10007
Phone: (828) 221-6023

Section 1

To be completed by Center staff

Center	Case Type (FA, SNA, etc.)	Case Number	Suffix
79	SNNC	34210307E	01

Payee's Name (as it appears on check)

STENNETTE MAUREEN FR CAN

Check Number

SP43508025

Issue Date

122819

Amount

\$ 1,455.00

Section 2

To be completed by Landlord/Managing Agent

Maureen Stennette

(company name, if applicable)

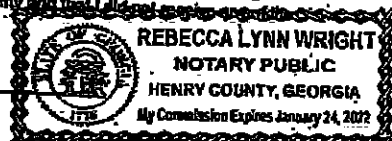
the undersigned, being duly sworn, depose and say that I

am the Landlord/Managing Agent of 462 Beach 64 St, Arverne, NY 11692

My address/phone number is as follows: 4202 E. Emerald Dr, NW, Kennesaw
Ga 30144

The attached check was issued by the Center and required my endorsement to be valid. I have examined a copy of said check and the endorsements thereon, and state that none of the endorsements were made by me or with my authority and that I did not receive any of the proceeds of said check.

Signature of Landlord/Managing Agent



Subscribed and sworn to before me:

Rebecca Lynn Wright this 23rd day of June 2021

Notary Public



Human Resources
Administration
Department of
Social Services

Service provided by Finance.Nel

Bank: BA - Account Number: 2220015556 - Check Number: 43508025 - Amount: \$1,455.00

PUBLIC ASSISTANCE
ACCOUNTS
THE CITY OF NEW YORK
PO BOX 181
NEW YORK
SP 35125521 28021
NY 10074-0181
0 28711809 9283

THE CITY OF NEW YORK
DEPARTMENT OF SOCIAL SERVICES
CASH THIS CHECK AT ONCE

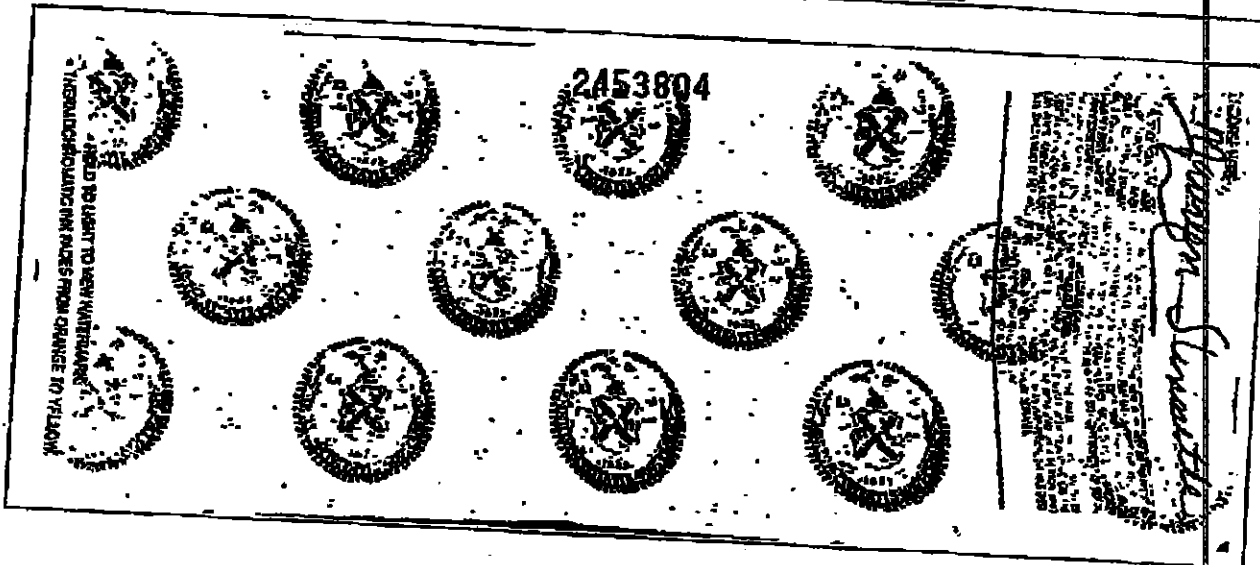
BANK OF AMERICA
43508025
DATE DEC 28, 2010 AMOUNT \$1,455.00

PAY *** One Thousand Four Hundred Fifty-Five And NO/100 Dollars

PAY TO THE ORDER OF MAUREEN STENNETTE FOR THOMA
462 BEACH 64TH STR
FAR ROCKA, NY 11692

00004210307E-01-79-SUNC

43508025 4011201539 002220015556



HRA/Finance Office

Designed and developed by HRA/Finance Office (SEAD)

Form W-147Y
Rev. 4/24/15Human Resources Administration
Department of Social Services

Affidavit of Improper Negotiation of Cash Assistance Check

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BORAC

Attn: Supervisor, Forged Check Unit
150 Greenwich Street, 34th Floor
New York, NY 10007
Phone: (828) 221-6023

Section 1

To be completed by Center staff

Center	Case Type (FA, SNA, etc.)	Case Number	Suffix
79	SNNC	34210307E	01

Payee's Name (as it appears on check)																
S	T	E	N	N	E	T	T	E		M	A	U	R	E	E	N

Check Number									
S	P	4	3	5	7	5	6	8	6

Issue Date					
0	1	2	9	2	0

Amount								
\$	1	.	4	5	5	.	0	0

Section 2

To be completed by Landlord/Managing Agent

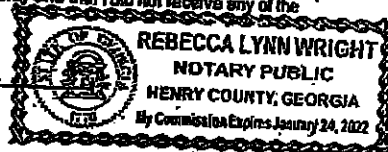
Maureen Stennette the undersigned, being duly sworn, depose and say that I
(company name, if applicable)

am the Landlord/Managing Agent of 462 Beach 64 St, Arverne, NY 11692

My address/phone number is as follows: 4202 E. Emerald Dr. NW, Kennesaw
Ga. 30144

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Signature of Landlord/Managing Agent



Subscribed and sworn to before me:

Rebecca Lynn Wright this 23rd day of June, 2021
Notary Public



Human Resources
Administration
Department of
Social Services

Service provided by Finance.Net

Bank: BA - Account Number: 2220015556 - Check Number: 43575686 - Amount: \$1,455.00

THE CITY OF NEW YORK
DEPARTMENT OF SOCIAL SERVICES
CASH THIS CHECK AT ONCE

PAY TO THE ORDER OF
MAUREEN STENNETTE FOR THOMAS
462 BEACH 64TH STR.
FAR ROCKAWAY, NY 11692

AMOUNT
\$1,455.00

DATE
JAN 25 2020

43575686

000342103075-01-19-55NC

002178000135 TW048283 02020020 158 PM
KeyAmt: 1455.00
4353447290
4482830000008334

HOLD TO LIGHT TO VIEW WATERMARK
THE PINK CHROMIUM INK RAGES FROM ORANGE TO YELLOW

HRA/Finance Office
Designed and developed by HRA/Finance Office (BEAD)

Form W-147Y
Rev. 4/24/15**NYC**Human Resources Administration
Department of Social Services
Family Independence Administration**Affidavit of Improper Negotiation
of Cash Assistance Check**

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BORACAttn: Supervisor, Forged Check Unit
150 Greenwich Street, 34th Floor
New York, NY 10007
Phone: (828) 221-6023**Section 1**

To be completed by Center staff

Center	Case Type (FA, SNA, etc.)	Case Number	Suffix
79	SNNC	34210307E	01

Payee's Name (as it appears on check)

STENNETT MAUREEN FR CAIN

Check Number

SP43575686

Issue Date

012920

Amount

\$ 1,455.00

Section 2

To be completed by Landlord/Managing Agent:

Maureen Stennettie
(company name, if applicable) the undersigned, being duly sworn, depose and say that I

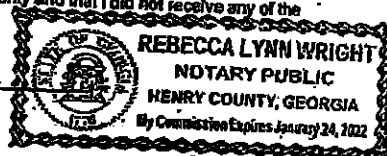
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My address/phone number is as follows:

4202 E. Emerald Dr. NW, Kennesaw
Ga. 30144

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Signature of Landlord/Managing Agent



Subscribed and sworn to before me:

Rebecca Lynn Wright this 23rd

June



Human Resources
Administration
Department of
Social Services

Service provided by Finance.Net

Bank: BA - Account Number: 2220015556 - Check Number: 43575686 - Amount: \$1,455.00

THE CITY OF NEW YORK
DEPARTMENT OF SOCIAL SERVICES
PUBLIC ASSISTANCE ACCOUNTS
PO BOX 181
NEW YORK, NY 10274-0181
NY 10274-0181
3544779 26188 9 2220015556 18031

THE CITY OF NEW YORK
DEPARTMENT OF SOCIAL SERVICES
CASH THIS CHECK AT ONCE
DATE: JAN 25 2020
AMOUNT: \$1,455.00

PAY TO THE ORDER OF: MAUREEN STENNETTE FOR THOMAS
462 BEACH 64TH STR
FAR ROCKAWAY, NY 11682

000342103075-0122-70 SRNC

43575686

0011201539 00220015556

002178000136 TW04B200 02/02/2020 1:58 PM
KeyAmt: 1455.00
433447280
448283000000X8534

2768292

HOLD TO LEFT TO VIEW WATERMARK
THE MICROWAVE INK RISES FROM ORANGE TO YELLOW

MAUREEN Stennette



Room A, Stennisville
2 E Emory Dr NW
Decatur, GA 30144-5102



1026



10007

U.S. POSTAGE PAID
FCM, LLC
ACWORTH, GA
30102
JUN 24, 2007
AMOUNT

\$3.00

R2305H128769-09

BORAC

Attn: Supervisor, Forged Check Unit
150 Greenwich St, 34th Fl
New York, NY 10007

----- Forwarded Message -----

From: Smith, Donald <smithdon@dss.nyc.gov>
To: Maureen Stennett <mstennette@yahoo.com>
Sent: Thursday, March 24, 2022, 03:39:46 PM EDT
Subject: 034210307E Fw: FHEPS checks

Ms. Stennett

The check copies you requested

Donald Smith | Supervisor-Check Replacement/Fraud & Forgery Unit
Bureau of Reconciliation & Control (BORAC)
150 Greenwich Street, 34th Floor, New York, NY 10007
T: 929-221-6004
smithdon@dss.nyc.gov | [NYC.gov/dss](https://nyc.gov/dss)

Together We Make a Difference for New Yorkers

CONFIDENTIALITY NOTICE:

If you have received this electronic transmission in error, delete it without copying or forwarding it and notify the sender of the error.

From: Maureen Stennett
Sent: Thursday, March 24, 2022 3:26 PM
To: Smith, Donald <smithdon@dss.nyc.gov>
Subject: [EXTERNAL] Fw: FHEPS checks

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Forward suspect email to phish@cyber.nyc.gov as an attachment (Click the More button, then forward as attachment).

Hello Mr. Smith,

I spoke to you earlier today regarding case # 034210307E. I am the landlord of the property address at 462 Beach 64th St., Arverne, Ny 11692. Your client Ninoshka Thomas along with others, has stolen, forged and cashed my rent checks from March 2019 to sometime in 2020. I submitted a package with copies of such checks (29 in total) and request for replacement along with stopped checks which were intercepted before tenant got her hands on them. I am requesting copies of the forged checks to be sent to me via email at mstennette@yahoo.com.

You also requested evidence of my communication with others about the situation. Some are as follows:

In May of 2019, I spoke to Minah Song, Social Worker at Catholic Charities in Far Rockaway, New York, regarding not receiving rent payments for this family. She informed me that the checks were sent and were cashed. I informed her that I didn't receive any checks. On another occasion I spoke to her about the checks, and she informed me that the checks are being cashed. She sent me 2 forms to complete and send back to her. I completed a W9 and Change of Address form and sent to her. On another occasion I spoke to her about the situation and told her that the husband Roman Thomas informed me that his wife Ninoshka Thomas was stealing and cashing my checks (I have the text message). She told me that's a lie and refused to take my calls after that.

I contacted the HRA and was referred to the Fraud Department. I spoke to many different people who each told me different things. I don't have the exact date, but I spoke to Officer Vaz in June 2019. I had numerous conversations with him. He took all the necessary information and told me the case was being investigated but he could not give me any information.

On June 12, 2019, I spoke to a Ms. Ram. On June 25, I spoke to Ms. McGee- reference # 1897449. She told me to give one week and if no response to call back. On July 11, 2019, I called and spoke to Ms. Pinnock. On July 16, 2019, I spoke to Ms. Burgess who told me they are still investigating and to call next week. On July 29, 2019 I called again and was told, no response yet and to call back on Thursday. This went on and on with no resolution. On November 1, 2019, I spoke to Mr. Vera- reference # 2008091. On November 26, 2019, I called again- complaint # 2028428.

On 3/9/2020 I spoke to Ms. Thomas at the Bureau of Fraud Department re checks. She referred me to her supervisor Mr. Morgan Neuwirth. I left message. On 3/10/20 I received a call from Ms. Crawford regarding the message I left for Mr. Neuwirth. She said the case is being investigated and if they need further information, they will reach out to me, or I can call the hotline #. They never followed up with me.

In March 2020, I visited the Job Center # 79 at Beach 59th St, in Arverne. I spent a long time with case worker Leslie Wallace (718-637-2143). She investigated and gave me copies of some of forged checks. She told me the signature matched that of Ninoshka Thomas. She told me to get them notarized and bring them back. I went back the next day. She took me to her office and again, I spent a long time with her. She did not take the checks from me. She told me that she couldn't do anything because she was going to retire soon and did not want to lose her job. I did not know what she meant by that until

sometime afterward. I realized that she was telling me that someone there was assisting in changing my address. During this time period I also visited the HRA office on 16th Street in Manhattan. I was sent all over the place from floor to floor. I eventually was able to see someone. I don't remember his name. It was a heavy set younger Spanish male who handled my case. He did not want to change my address because we thought the tenant would be evicted soon. However, he consulted with another employee- a black woman. She told him several times to change the address because anything can happen, and the tenant might still be there for a while. He went ahead and changed my address. Needless to say, she was there until January 2022.

On 4/8/2020, I sent an email to you with a request for check replacement and a printout of checks. I received no response. On 6/23/21, I contacted Gladys Alcivar and you regarding this situation again with no resolution.

In July 2021, I think I called the hotline #. I was referred to investigator Javier Colon. I have several emails and phone conversations with him. Everything was going well until he stopped all communication after 9/14/2021.

On 1/26/2022 I called and spoke to Mr. Neuwirth re theft of checks. He said he is sending message to Javier Colon and his supervisor because there is nothing he can do. He said the banks probably need subpoenas. I have not heard anything from anyone regarding my case.

Tenant left apartment in January 2022 without informing me. Everything including furniture, thrash and rotting food left in house and refrigerator. The house was so stink, that contractor refused to go in. Water damages and vandalism of property is over \$50,000.00. I submitted my claim for deposit and damages, but no one has responded.

Thanks for your help.

Sincerely,

Maureen Stennette

917-379-4236

----- Forwarded Message -----

From: Maureen Stennett <mstennette@yahoo.com>

To: MAUREEN sTENNETTE <mstennette@yahoo.com>

Sent: Thursday, March 24, 2022, 12:50:49 PM EDT

Subject: Fw: FHEPS checks

----- Forwarded Message -----

From: Maureen Stennett <mstennette@yahoo.com>

To: "rentcheck@dss.nyc.gov" <rentcheck@dss.nyc.gov>

Sent: Monday, March 9, 2020, 10:52:22 PM EDT

Subject: FHEPS checks

To Whom It Concern:

Good day. My name is Maureen Stennette. I am the Landlord for the property at 462 Beach 64th Street, Arverne, Ny 11692. This concern is regarding case # 034210307E. Your client Ninoshka Thomas is a tenant in my house. Her lease ended 2/28/2019 and was not renewed, since she has been smoking and doing drugs in my house among other violations of the lease. The neighbors have been calling the police to this address since the 1st week of their moving in.

I have been trying to get her out of my house without any success. I have made numerous calls to the HRA and was told that the only way to get her out was to take her to court. I have done that and won an eviction judgment against her, however, she still refuses to vacate the premises.

There are several issues that have arisen with this tenant.

1. She has been cashing my rent checks. I have received only 3 checks since March 2019. In April 2019, I received 1 opened check from client in the amount of \$2,182.50. This was reported to the Bureau of Investigation since June of 2019. I spoke to Officer Vaz who stated the case was under investigation but he could not divulge any information to me. In August I received 2 checks sent to my address in Georgia (which I requested) in the amount of \$2,182.50 and \$4,365.00 (\$6,547.50) I did not receive any further

checks, so I was not aware that they were sending the checks to the old address. On November 1, 2019, I spoke to Mr. Vera about the issue (Reference # 2008091). I am now informed that all checks sent out have been cashed.

2. There is an addendum in the lease for client to pay utilities in the amount of \$250 per month. She paid 2 months, then had the program pay for a few months. Since October 2018, she has not paid anything. She had me write letters to the program asking for help to pay her utilities. The monthly checks were sent to the above address with my name as the payee. She has forged my signature and cashed the checks. I do have copies of some of the forged checks which I received from the Rockaway Job Center.

3. She has deliberately caused damage to my home by flooding it 6 times. There is extensive damage with water pouring from upstairs to downstairs damaging the ceiling, walls, and tenant's property downstairs. She has damaged the new carpet beyond repair. It will have to be taken out. She broke the front door. She tore off the new rails on the outside stairs creating a safety hazard. She has placed garbage bins in the front of the house with garbage strewn all over the yard. She throws dirty diapers from upstairs down onto my other tenants air conditioner.

This has been an overwhelming situation for me and this has cost me thousands of dollars in lost revenue, damage control, court and travel expenses.

I am asking for help in resolving these issues and for this tenant to be held accountable for these atrocious and fraudulent acts.

I can be reached at phone # 917-379-4236 or email: mstennette@yahoo.com.

Thanks for your kind attention to this matter.

Sincerely,

Maureen Stennette

4202 E. Emerald Drive, NW, Kennesaw, Ga 30144

Smith, Donald

From: Delaney, Harold
Sent: Tuesday, July 13, 2021 1:53 PM
To: Smith, Donald
Cc: Richardson, Yvette
Subject: RE: Case # 34210307E 27 checks and affidavits \$12,786.00 stolen by tenant

Sounds good.

From: Smith, Donald
Sent: Tuesday, July 13, 2021 1:49 PM
To: Delaney, Harold <delaneyh@dss.nyc.gov>
Cc: Richardson, Yvette <richardsony@dss.nyc.gov>
Subject: FW: Case # 34210307E 27 checks and affidavits \$12,786.00 stolen by tenant
Importance: High

Harold,
BORAC received this letter and 27 checks (most issued in 2019 which are starting to purge from CRS) and affidavits from a LL last week.
She's claiming the checks were stolen by the tenant and the issued was previously reported to the Agency.

Should BORAC process the investigations to BOA, to indicate we attempted to recovery and then send to the program/center/legal for perusal?

[illegible]

Donald Smith | Supervisor-Check Replacement Fraud & Forgery Unit
Bureau of Reconciliation & Control (BORAC)
150 Greenwich Street, 34th Floor, New York, NY 10007

NQCS00 (P)

WMS Case Inquiry Menu

03/22/22

#1. Address History	#14. Print CED Worksheet
#2. Associated Names and Addresses	#15. Medicare Inquiry
#3. Benefit Issuance History Menu	#16. MA Exceptions & Restrictions
#4. Case Action History	#17. MA Budget History
#5. Case Composition	#18. Suffix Budget Information
#6. Case Composition (Suffix Info)	#19. Single Issue Information
#7. Suffix Details (Line Info)	#20. Budget History List
#8. Pending Actions	#21. Recert, Mailout, Discrp, Result
#9. Print Turnaround	#22. Case, Suffix, Indiv, Summary
#10. Recoupment Menu	#23. Work in Progress List
#11. Generate A New Clearance	#24. Direct Vendor Inquiry
#12. MA Summary Inquiry	#25. EAF/EAA Indicator Summary
#13. Mass Rebudgeting Information	#26. Display Ext. Clearance (WRS/UIB)

Enter # of Option Desired 2

Enter Case # 034210307E and Suffix
or

Case Name

Enter Date Range Desired 01/01/22 to 03/22/22

Enter Reconstruction Date 03/22/22

CMD

F0528 NO ASSOC ADDRESSES FOUND FOR THIS CASE

NQCS01 (P) Case Composition - Suffix/Individual Summary 07/06/21
 Case # Ctr U/W MRS FS Rent 0.00 RVI TI Pg 1 of 02
 034210307E 079 WMCJT PA Rent 0.00 APP SRC RCRT SRC

Address City Zip Phone No.
 462 BEACH 64 STREET, APT 2 ARVERNE 116920000 (929)-217-1424

Case Name				Case Name												
THOMAS NINOSKA SF-NET				THOMAS NINOSKA SF-NET												
SUF	01	FS	SUF	01	Case	FA	Lang	SP	E	SUF	FS	SUF	Case	Lang	SP	
Pg	Stat	Type	Lang	Read	E	Pg	Stat	Type	Lang	Read	E	Pg	Stat	Type	Lang	Read
PA	RJ					PA	RJ					PA	RJ			
MA	RJ		Parent		TB Date	MA	RJ		Parent		TB Date	MA	RJ		Parent	TB Date
FS	RJ		Ind	/	/	FS	RJ		Ind	/	/	FS	RJ		Ind	/

NEXT RECERT 12/28/20 FSINTW

LAST PA RCT 01/08/20 LAST MA RCT / / Next PA / / Next ATP / / M S

Suffix		Individual Data										Status CAS A				
Se1	PA	MA	FS	LN	CIN	First Name	M	Last	Sex	Birth	PA	MA	FS	ES	CDP	I
01	01	01	01	MK06969V	NINOSKA	M	THOMAS	F	11/04/90	RJ	RJ	RJ	20	P		
01	01	01	02	PM85152A	ANTONIO	C	CAIN	M	12/12/88	CL	CL	CL	41	P		
01	01	01	03	PM81901Z	ELYJIAH	M	SMITH	M	07/20/10	RJ	RJ	RJ	30	P		
01	01	01	04	NU70189W	NAIJAYA	R	HAWES	F	09/12/12	CL	CL	CL	30	P		
01	01	01	05	MC99177M	CAYDEN	N	CAIN	M	12/13/14	RJ	RJ	RJ	30	P		
01	01	01	06	NF63406D	ROMANN		THOMAS	M	08/14/76	CL	CL	CL	29	P		

Next case #

A0267 UNRESOLVED RFI DATA EXISTS FOR THIS CASE

CMD
RFI

----- Forwarded Message -----

From: Smith, Donald <smithdon@dss.nyc.gov>
To: Maureen Stennett <mstennette@yahoo.com>
Sent: Thursday, March 24, 2022, 03:39:46 PM EDT
Subject: 034210307E Fw: FHEPS checks

Ms. Stennett

The check copies you requested

Donald Smith | *Supervisor-Check Replacement/Fraud & Forgery Unit*
Bureau of Reconciliation & Control (BORAC)
150 Greenwich Street, 34th Floor, New York, NY 10007
T: 929-221-6004
smithdon@dss.nyc.gov | [NYC.gov/dss](https://nyc.gov/dss)

Together We Make a Difference for New Yorkers

CONFIDENTIALITY NOTICE:

If you have received this electronic transmission in error, delete it without copying or forwarding it and notify the sender of the error.

From: Maureen Stennett
Sent: Thursday, March 24, 2022 3:26 PM
To: Smith, Donald <smithdon@dss.nyc.gov>
Subject: [EXTERNAL] Fw: FHEPS checks

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Forward suspect email to phish@cyber.nyc.gov as an attachment (Click the More button, then forward as attachment).

Hello Mr. Smith,

I spoke to you earlier today regarding case # 034210307E. I am the landlord of the property address at 462 Beach 64th St., Arverne, Ny 11692. Your client Ninoshka Thomas along with others, has stolen, forged and cashed my rent checks from March 2019 to sometime in 2020. I submitted a package with copies of such checks (29 in total) and request for replacement along with stopped checks which were intercepted before tenant got her hands on them. I am requesting copies of the forged checks to be sent to me via email at mstennette@yahoo.com.

You also requested evidence of my communication with others about the situation. Some are as follows:

In May of 2019, I spoke to Minah Song, Social Worker at Catholic Charities in Far Rockaway, New York, regarding not receiving rent payments for this family. She informed me that the checks were sent and were cashed. I informed her that I didn't receive any checks. On another occasion I spoke to her about the checks, and she informed me that the checks are being cashed. She sent me 2 forms to complete and send back to her. I completed a W9 and Change of Address form and sent to her. On another occasion I spoke to her about the situation and told her that the husband Roman Thomas informed me that his wife Ninoshka Thomas was stealing and cashing my checks (I have the text message). She told me that's a lie and refused to take my calls after that.

I contacted the HRA and was referred to the Fraud Department. I spoke to many different people who each told me different things. I don't have the exact date, but I spoke to Officer Vaz in June 2019. I had numerous conversations with him. He took all the necessary information and told me the case was being investigated but he could not give me any information.

On June 12, 2019, I spoke to a Ms. Ram. On June 25, I spoke to Ms. McGee- reference # 1897449. She told me to give one week and if no response to call back. On July 11, 2019, I called and spoke to Ms. Pinnock. On July 16, 2019, I spoke to Ms. Burgess who told me they are still investigating and to call next week. On July 29, 2019 I called again and was told, no response yet and to call back on Thursday. This went on and on with no resolution. On November 1, 2019, I spoke to Mr. Vera- reference # 2008091. On November 26, 2019, I called again- complaint # 2028428.

On 3/9/2020 I spoke to Ms. Thomas at the Bureau of Fraud Department re checks. She referred me to her supervisor Mr. Morgan Neuwirth. I left message. On 3/10/20 I received a call from Ms. Crawford regarding the message I left for Mr. Neuwirth. She said the case is being investigated and if they need further information, they will reach out to me, or I can call the hotline #. They never followed up with me.

In March 2020, I visited the Job Center # 79 at Beach 59th St, in Arverne. I spent a long time with case worker Leslie Wallace (718-637-2143). She investigated and gave me copies of some of forged checks. She told me the signature matched that of Ninoshka Thomas. She told me to get them notarized and bring them back. I went back the next day. She took me to her office and again, I spent a long time with her. She did not take the checks from me. She told me that she couldn't do anything because she was going to retire soon and did not want to lose her job. I did not know what she meant by that until

sometime afterward. I realized that she was telling me that someone there was assisting in changing my address. During this time period I also visited the HRA office on 16th Street in Manhattan. I was sent all over the place from floor to floor. I eventually was able to see someone. I don't remember his name. It was a heavy set younger Spanish male who handled my case. He did not want to change my address because we thought the tenant would be evicted soon. However, he consulted with another employee- a black woman. She told him several times to change the address because anything can happen, and the tenant might still be there for a while. He went ahead and changed my address. Needless to say, she was there until January 2022.

On 4/8/2020, I sent an email to you with a request for check replacement and a printout of checks. I received no response. On 6/23/21, I contacted Gladys Alcivar and you regarding this situation again with no resolution.

In July 2021, I think I called the hotline #. I was referred to investigator Javier Colon. I have several emails and phone conversations with him. Everything was going well until he stopped all communication after 9/14/2021.

On 1/26/2022 I called and spoke to Mr. Neuwirth re theft of checks. He said he is sending message to Javier Colon and his supervisor because there is nothing he can do. He said the banks probably need subpoenas. I have not heard anything from anyone regarding my case.

Tenant left apartment in January 2022 without informing me. Everything including furniture, thrash and rotting food left in house and refrigerator. The house was so stink, that contractor refused to go in. Water damages and vandalism of property is over \$50,000.00. I submitted my claim for deposit and damages, but no one has responded.

Thanks for your help.

Sincerely,

Maureen Stennette

917-379-4236

----- Forwarded Message -----

From: Maureen Stennett <mstennette@yahoo.com>

To: MAUREEN sTENNETTE <mstennette@yahoo.com>

Sent: Thursday, March 24, 2022, 12:50:49 PM EDT

Subject: Fw: FHEPS checks

----- Forwarded Message -----

From: Maureen Stennett <mstennette@yahoo.com>

To: "rentcheck@dss.nyc.gov" <rentcheck@dss.nyc.gov>

Sent: Monday, March 9, 2020, 10:52:22 PM EDT

Subject: FHEPS checks

To Whom It Concern:

Good day. My name is Maureen Stennette. I am the Landlord for the property at 462 Beach 64th Street, Arverne, Ny 11692. This concern is regarding case # 034210307E. Your client Ninoshka Thomas is a tenant in my house. Her lease ended 2/28/2019 and was not renewed, since she has been smoking and doing drugs in my house among other violations of the lease. The neighbors have been calling the police to this address since the 1st week of their moving in.

I have been trying to get her out of my house without any success. I have made numerous calls to the HRA and was told that the only way to get her out was to take her to court. I have done that and won an eviction judgment against her, however, she still refuses to vacate the premises.

There are several issues that have arisen with this tenant.

1. She has been cashing my rent checks. I have received only 3 checks since March 2019. In April 2019, I received 1 opened check from client in the amount of \$2,182.50. This was reported to the Bureau of Investigation since June of 2019. I spoke to Officer Vaz who stated the case was under investigation but he could not divulge any information to me. In August I received 2 checks sent to my address in Georgia (which I requested) in the amount of \$2,182.50 and \$4,365.00 (\$6,547.50) I did not receive any further

checks, so I was not aware that they were sending the checks to the old address. On November 1, 2019, I spoke to Mr. Vera about the issue (Reference # 2008091). I am now informed that all checks sent out have been cashed.

2. There is an addendum in the lease for client to pay utilities in the amount of \$250 per month. She paid 2 months, then had the program pay for a few months. Since October 2018, she has not paid anything. She had me write letters to the program asking for help to pay her utilities. The monthly checks were sent to the above address with my name as the payee. She has forged my signature and cashed the checks. I do have copies of some of the forged checks which I received from the Rockaway Job Center.

3. She has deliberately caused damage to my home by flooding it 6 times. There is extensive damage with water pouring from upstairs to downstairs damaging the ceiling, walls, and tenant's property downstairs. She has damaged the new carpet beyond repair. It will have to be taken out. She broke the front door. She tore off the new rails on the outside stairs creating a safety hazard. She has placed garbage bins in the front of the house with garbage strewn all over the yard. She throws dirty diapers from upstairs down onto my other tenants air conditioner.

This has been an overwhelming situation for me and this has cost me thousands of dollars in lost revenue, damage control, court and travel expenses.

I am asking for help in resolving these issues and for this tenant to be held accountable for these atrocious and fraudulent acts.

I can be reached at phone # 917-379-4236 or email: mstennette@yahoo.com.

Thanks for your kind attention to this matter.

Sincerely,

Maureen Stennette

4202 E. Emerald Drive, NW, Kennesaw, Ga 30144

EXHIBIT FOUR

Joedene Stennett
2008 Seagirt Blvd
Far Rockaway
NY 11691
January 21, 2021

Previous Address
462 Beach 64th Street
Arverne NY 11692

TO WHOM IT MAY CONCERN

Dear Sir/Madam,

My name is Joedene Stennett, and I lived at above stated address from 2012 to April 2019. This letter serves to outline my experience while living at 462 Beach 64th St, Arverne, NY 11692 with Tenants that moved in February 2018.

From the period February 2018 to April 2019, when I moved, my experience was nothing short of a nightmare. There was nonstop loud noise, (yelling, fights, music). They argued almost every night. These arguments sometimes turned into full fights, I would be awakened from my sleep to them arguing, loud shouting, screaming, sounds of things falling over, doors being slammed, and the walls being hit which would go on for hours. I was in school at the time, going to bed at 10 pm only to be awakened at 11, 12 or 1 am by them. I am usually too shaken to go back to sleep, which meant I would be going to work tired. The fights occurred sometimes during the day as well which resulted in multiple police visits.

They played their music very loud, I could not hear myself speak, could not concentrate when doing schoolwork or rest. If it is not the loud music, it would be the kids jumping from what seems the bed or couch onto the floor. I called and spoke to her once. Noting, "I have no issue with the kids playing but if she can ask them not to jump onto the floor as echo is very loud." Would be good. This was an issue for her, as per her, I was, "being disrespectful" asking that. I did reinforce with her that she does not know when I home, because I am very mindful that I share the house with other people and as such I try not to do anything that would cause her discomforts and I would appreciate if this was reciprocated. This made no difference.

They smoked in the house; my allergy problems became worst because I was inhaling cigarette and marijuana smoke. My apartment smelled of it, I could no longer keep laundry in the laundry room as I would have to rewash them.

They stored their garbage everywhere, the bins overflowed. Soon I had to keep my garbage inside as they used up all the bins. Garbage spilled over in front and back yard, (recyclable mixed with non-recyclable). Used, unwrapped diapers just thrown in the garbage, animals dragging it into the neighbor's yards. This became an issue for the neighbors, as they began to complain about cleaning her garbage on their property as well as the loud noise.

Several packages were delivered for me, that I have not received. On three occasion I only got my packages because I went to them, told them I knew it was delivered and asked for it. I asked them to leave my packages when delivered, as I have been there for years and I have never had a package stolen. Still, they continued to remove them, sometimes when I ask for them, they were opened. I usually get the excuse, "Oh we didn't know it was yours." But my name is on them.

They constantly broke things; there was always something clogged or overflowing. As soon as my husband would fix something in no time it was broken again or there was new issue. I knew I needed to move when I saw the number of strange men coming to the house, one after the other. Sometimes I would come home, they are on the step, smoking marijuana or inside. I was home alone a lot and I no longer felt comfortable. It was hard working as nurse, coming home from a stressful job to not be able to have a good night's rest or feel safe. I moved April 2018 because it became unbearable to live there. It is my Mother-in-laws house, and I would have loved to stay but simply put they are a nuisance, and it became too much to deal with daily.

I can be reached at joedenestennett@gmail.com or 347 839 9814.

Sincerely,

Joedene Stennett, BSN, RN

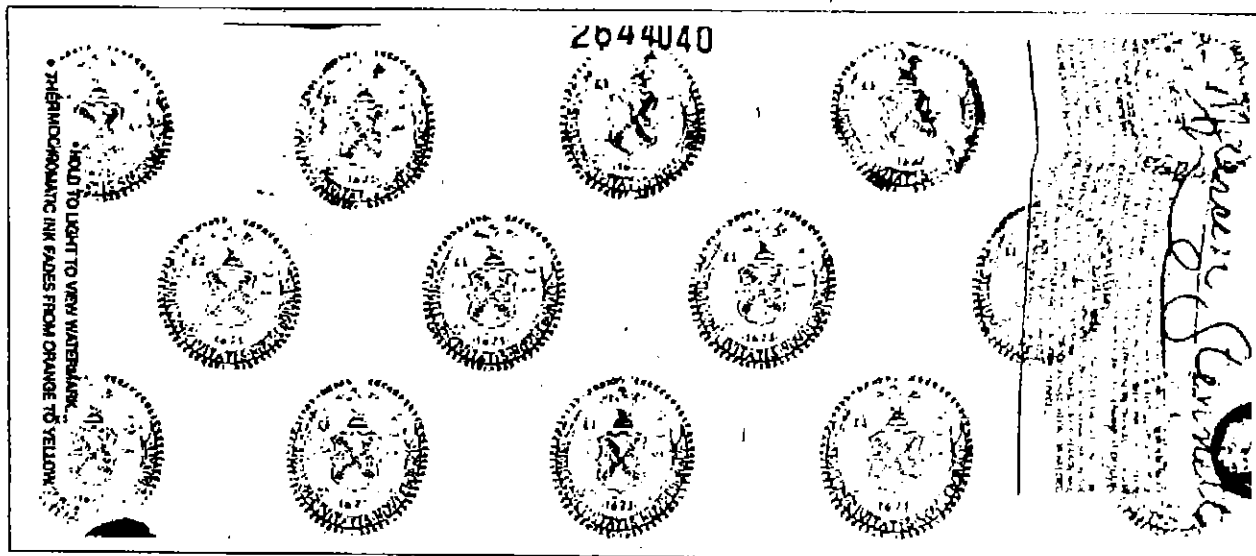


Human Resources
Administration
Department of
Social Services

Service provided by Finance.Net

Bank: BA - Account Number: 2220015556 - Check Number: 24092340 - Amount: \$250.50

PUBLIC ASSISTANCE ACCOUNTS THE CITY OF NEW YORK DEPT. OF SOCIAL SERVICES PO BOX 181 NEW YORK RS 35315448 28184 0 NY 10274-0181 2891075 19988		THE CITY OF NEW YORK DEPARTMENT OF SOCIAL SERVICES CASH THIS CHECK AT ONCE		BANK OF AMERICA 24092340	
		DATE		AMOUNT	
		JAN 24, 2020		*****\$250.50	
PAY *** Two Hundred Fifty And 50/100 Dollars					
PAY TO THE ORDER OF STENNETTE MAUREEN FR CAIN 462 BEACH 64TH STR. FAR ROCKAWAY, NY 11692					
MICR LINE: ⑈ 24092340 ⑈ ⑈ 011201539⑈ 002220015556 ⑈					



HRA/Finance Office

Designed and developed by HRA/Finance Office (SEAD)

Service provided by Finance.Net

THIS DOCUMENT CONTAINS A TRUE WATERMARK - THERMOCHROMATIC INK ON BACKER

PUBLIC ASSISTANCE
ACCOUNTS

THE CITY OF NEW YORK
DEPT. OF SOCIAL SERVICES
PO BOX 181
NEW YORK
NY 10274-0181

35946485 27950
28559764 9406

CASH THIS CHECK AT ONCE

BANK OF AMERICA

23875529

DATE DEC 24-2019

AMOUNT *****\$250.50

PAY ***Two Hundred Fifty And 50/100 Dollars

STENNETTE MAUREEN FR CAIN
462 BEACH 64TH STR
FAR ROCKAWAY, NY 11692

NO-RENT ONLY

000342103075-016279 SHMC

1625

PAY TO THE ORDER OF

11 23875529 0011201539 00220015556

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Human Resources
Administration
Department of
Social Services

Service provided by Finance.Net

Bank: BA - Account Number: 2220015556 - Check Number: 23766325 - Amount: \$250.50

THIS DOCUMENT CONTAINS A TRUE WATERMARK THERMOCHROMATIC INK IN PAPER

PUBLIC ASSISTANCE ACCOUNTS THE CITY OF NEW YORK BANK OF AMERICA
DEPT. OF SOCIAL SERVICES DEPARTMENT OF SOCIAL SERVICES CASH THIS CHECK AT ONCE 23766325

PO BOX 181 NEW YORK NY 10274-0181
RS 34906641 27842 0 28535316 9379

DATE DEC 10, 2019 AMOUNT \$250.50

PAY TO THE ORDER OF STENNETTE MAUREEN FR CAIN
462 BEACH 64TH STR
FAR ROCKAWAY NY 11692

00034210307E-01 79 SHNC

23766325 101201539 002220015556

101287000180 TW04B295 12/10/2019 4:34 PM
KeyAmt: 250.50
4353447290
448233XXXXXX8534

HOLD TO LIGHT TO VIEW WATERMARK
THERMOCHROMATIC INK FADES FROM ORANGE TO YELLOW

MAUREEN STENNETTE

HRA/Finance Office

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Administration
Department of
Social Services

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Bank: BA - Account Number: 2220015556 - Check Number: 23655427 - Amount: \$250.50

THIS DOCUMENT CONTAINS A TRUE WATERMARK - THERMOCHROMATIC INK ON BACKER

PUBLIC ASSISTANCE
ACCOUNTS
THE CITY OF NEW YORK
DEPT. OF SOCIAL SERVICES
PO BOX 181
NEW YORK
RS 34755104 27714 NY 10274-0181
28396403 20128

THE CITY OF NEW YORK
DEPARTMENT OF SOCIAL SERVICES
CASH THIS CHECK AT ONCE

BANK OF AMERICA

31-351
112
23655427

DATE NOV 23, 2019

AMOUNT *****\$250.50

PAY *** Two Hundred Fifty And 50/100 Dollars

16 25

00034210307E-0162 79 SNNC

PAY TO THE ORDER OF STENNETTE MAUREEN FR CAIN
462 BEACH 64TH STR
FAR ROCKAWAY, NY 11692

23655427 00112015390 002220015556

043760000059 TW04C751 11/26/2019 11:51 PM
KeyAmt: 250.50
4353447290
448233XXXXXX8534

2104359

• HOLD TO LIGHT TO VIEW WATERMARK
• THERMOCHROMATIC INK CHANGES FROM ORANGE TO YELLOW.

ENDORSE HERE
Maureen Stennette

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34210307E



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Administration
Department of
Social Services

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Bank: BA - Account Number: 2220015556 - Check Number: 23546666 - Amount: \$250.50

THE CITY OF NEW YORK
DEPT. OF SOCIAL SERVICES
PO BOX 181
NEW YORK NY 10274-0181

PUBLIC ASSISTANCE
ACCOUNTS

THE CITY OF NEW YORK
DEPARTMENT OF SOCIAL SERVICES
CASH THIS CHECK AT ONCE

BANK OF AMERICA

23546666

DATE NOV 12, 2019

AMOUNT *****\$250.50

PAY: *** Two Hundred Fifty And 50/100 Dollars

PAY TO THE ORDER OF STENNETTE MAUREEN FR CAIN
462 BEACH 64TH STR
FAR ROCKAWAY NY 11692

00034210307E-01-279 SNHC

23546666 0011201539 002220015556

003144000189 TW04B295 11/14/2019 5:05 AM
KeyAmt: 250.50
4353447290
448233XXXXXX8534

HOLD TO LIGHT TO VIEW WATERMARK
THERMOCHROMATIC INK FADES FROM ORANGE TO YELLOW

EXPOSED
Maureen Stennette

HRA/Finance Office

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Human Resources
Administration
Department of
Social Services

Service provided by Finance.Net

Bank: BA - Account Number: 2220015556 - Check Number: 23436598 - Amount: \$250.50

THIS DOCUMENT CONTAINS A TRUE WATERMARK. THERMOCHROMATIC INK ON BACKER

PUBLIC ASSISTANCE
ACCOUNTS
THE CITY OF NEW YORK
DEPT. OF SOCIAL SERVICES
PO BOX 181
NEW YORK
RS 31679240 26605 NY 10274-0181
0 28116672 9425

THE CITY OF NEW YORK
DEPARTMENT OF SOCIAL SERVICES
CASH THIS CHECK AT ONCE

BANK OF AMERICA

23436598

DATE OCT 24, 2019 AMOUNT *****\$250.50

PAY ***Two Hundred Fifty And 50/100 Dollars

STENNETTE MAUREEN FR GAIN
462 BEACH 64TH STR
FAR ROCKAWAY, NY 11892

00034210307E-01 79 SNHC

23436598 1011201539 002220015556

MAUREEN STENNETTE

1835678

HOLD TO LIGHT TO VIEW WATERMARK
THERMOCHROMATIC INK FADES FROM ORANGE TO YELLOW

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Human Resources
Administration
Department of
Social Services

Service provided by Finance.Net

Bank: BA - Account Number: 2220015556 - Check Number: 23216319 - Amount: \$250.50

THIS DOCUMENT CONTAINS A TRUE WATERMARK - THERMOCHROMATIC INK ON BACKER

PUBLIC ASSISTANCE
ACCOUNTS
THE CITY OF NEW YORK
DEPT. OF SOCIAL SERVICES
PO BOX 181
NEW YORK NY 10274-0181
RS 34109885 26276 0 NY 10274-0181 27868577 9478

THE CITY OF NEW YORK
DEPARTMENT OF SOCIAL SERVICES
CASH THIS CHECK AT ONCE

BANK OF AMERICA

23216319

DATE SEP 24, 2019 AMOUNT *****\$250.50

PAY *** Two Hundred Fifty And 50/100 Dollars

CO-RENT ONLY
00034210307E-01 79 SNNG

PAY TO THE ORDER OF STENNETTE MAUREEN FR CAIN
462 BEACH 64TH STR.
FAR ROCKAWAY, NY 11692

23216319 0011201539 002220015556

1551084

STENNETTE MAUREEN FR CAIN

462 BEACH 64TH STR.
FAR ROCKAWAY, NY 11692

HOLD TO LIGHT TO VIEW WATERMARK
THERMOCHROMATIC INK FADES FROM ORANGE TO YELLOW

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Human Resources
Administration
Department of
Social Services

Service provided by Finance.Net

Bank: BA - Account Number: 2220015556 - Check Number: 22995084 - Amount: \$250.50

THIS DOCUMENT CONTAINS A TRUE WATERMARK - THERMOCHROMATIC INK ON BACKER

PUBLIC ASSISTANCE ACCOUNTS THE CITY OF NEW YORK DEPT. OF SOCIAL SERVICES PO BOX 181 NEW YORK, NY 10274-0181 RS 33916723 26090 0 27621479 9549		THE CITY OF NEW YORK DEPARTMENT OF SOCIAL SERVICES CASH THIS CHECK AT ONCE		BANK OF AMERICA 22995084 DATE AMOUNT AUG 24, 2019 *****\$250.50	
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PAY *** Two Hundred Fifty And 50/100 Dollars

99-RENT ONLY
00034210307E-01 79 SHNC

PAY TO THE ORDER OF **STENNETTE MAUREEN FR CAIN**
462 BEACH 64TH STR.
FAR ROCKAWAY, NY 11692

[Signature]

⑈ 22995084 ⑈ ⑆ 011201539 ⑆ 002220015556 ⑈

1283847

• HOLD TO LIGHT TO VIEW WATERMARK.
• THERMOCHROMATIC INK FADES FROM ORANGE TO YELLOW.

ENDORSE HERE
[Signature: Maureen Stennette]

HRA/Finance Office

Designed and developed by HRA/Finance Office (SEAD)

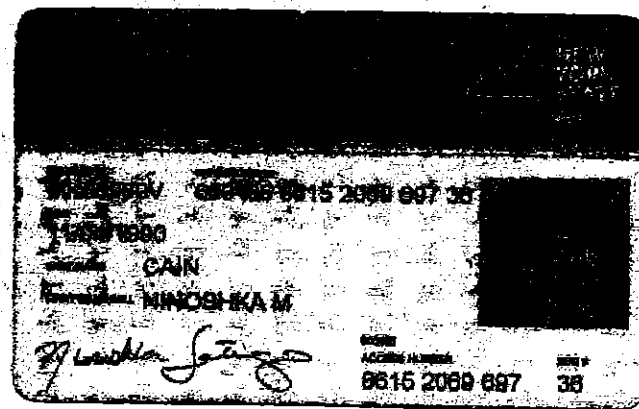
179A94W219BEACH02J060NQCS5B
NQCS5B (P) PA Benefits Issued 12/01/19 Thru 03/07/20 02/20/20
Case # 034210307E Center 079 Unit/Worker CF200 Page 02 of MM
Related Case # Reconciliation
S Issuance Rdm Dt Out Tell Vouch
e Suf Ln --Date-- Cycle Payment Payment --Date--Status
1 T Cd Type RTG Benefit # Amount Period Amount Discr
1 01 01/25/20 EBT SP04971909 35.00 09/01/19
PA SI 98 HEAP PUC 9 EMRG IND F 09/30/19 01/26/20 3
35.00
2 01 01/25/20 B 24092340 250.50 01/26/20
RE SP 10 SHELTER PUC EMRG IND 02/10/20 01/31/20 3
250.50
3 01 01/25/20 B EBT 24200117 253.05 01/26/20
PA RE 05 RECUR-G PUC EMRG IND F 02/10/20 02/12/20 3
253.05
4 01 01/10/20 A 23984564 250.50 01/11/20
RE SP 10 SHELTER PUC EMRG IND 01/25/20 02/14/20 1
250.50
5 01 01/10/20 A EBT 24062705 253.05 01/11/20
PA RE 05 RECUR-G PUC EMRG IND F 01/25/20 01/26/20 3
253.05

Enter number in select column to View Grant Details

Next Case:

Date Range: 12/01/19 Thru 03/07/20

CMD




VERIFICATION OF CRIME/LOST PROPERTY
 PD 542-061 (Rev. 05-19)

Requests for Verification of Crime/Lost Property reports from Complainants/Victims, their authorized representative, or an authorized third party will be completed free of charge. Complainants/Victims designating an authorized representative must also complete and submit a notarized AUTHORIZATION LETTER [page 2]. All applicants must enclose a stamped self-addressed envelope. Please mail requests to New York City Police Department, Criminal Records Section (Verification Unit), 1 Police Plaza, Room 303, New York, NY 10038. Complainants/Victims can also request a copy of a Verification of Crime/Lost Property report by submitting their request online at <https://www1.nyc.gov/site/nypd/services/law-enforcement/record-requests.page>. In order to find this record you MUST furnish all information requested below, particularly the complaint number and precinct of record (occurrence). Verification of your request cannot be made without this information. The complaint number may be obtained by calling the precinct or detective squad concerned during the hours of 7 a.m. to Midnight.

 CITYPAY
 FRM# 76333

4/24/2020

FOR USE BY NYPD

* Complaint Number 2020-100-01071	* Precinct of Report 100	Exact location where crime took place INSIDE OF 462 BEACH 64 STREET
Mail Record To: STENNETTE, MAUREEN (Print or Type) 4202 EAST EMERALD DRIVE KENNESAW, GA 30144		Full name and address of complainant/victim as reported to Police Department STENNETTE, MAUREEN
Date reported to Police 04/22/2020	Time (if known) 2150	This report concerns: <input checked="" type="checkbox"/> Crime <input type="checkbox"/> Lost Property <input type="checkbox"/> Other (describe) BURGLARY
Date and Time of Crime / Loss of Property (if different than date of report)	Date 04/21/2020 Time 1800	Name of officer who received your report, if known. POM RONAN ANDREW

Any additional information which may aid in searching for your record

Applicant's Name STENNETTE, MAUREEN	Applicant's Signature	Date
--	-----------------------	------

FOR POLICE DEPARTMENT USE ONLY – DO NOT WRITE BELOW THIS LINE

THE FOLLOWING IS A VERIFICATION OF THE ABOVE REQUEST INCLUDING PROPERTY INVOLVED

BURGLARY/ RESIDENCE - HOUSE

AT TPO, REPORTER STATES WHILE SLEEPING, HE HEARD BANGING AT FRONT APT DOOR. UPON WAKING AND RUNNING TO FRONT APT TO CHECK, HE OBSERVED BROKEN DOOR KNOB/BROKEN DOOR FRAME. VIDEO CAMERAS AT LOCATION ARE INOPERABLE. CANVASS OF CAMERAS IN AREA W/ NEG RESULTS (CAMERA VIEWED @ 460 BEACH 64 ST, DOES NOT SHOW DOORWAY OR ANY PERSON PASS.) UNKNOWN IF ANY PROPERTY WAS TAKEN FROM APT. 100 PDU NOTIFIED AND RESPONDED. ECT NOTIFIED AND RESPONDED, RUN # 1083. LT. CORNIER ON SCENE.

 NEW YORK CITY POLICE DEPARTMENT
 CRIMINAL RECORDS SECTION
 1 POLICE PLAZA - ROOM 303
 NEW YORK, NEW YORK 10038

 NEW YORK CITY POLICE DEPARTMENT
 CRIMINAL RECORDS SECTION
 1 POLICE PLAZA - ROOM 303
 NEW YORK, NEW YORK 10038

 Raised seal required for
 validation

Alarm No.	Report verified by (print title, name/sign) PRAA DORIS GARNER	Date 06/03/2020
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Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required. Line do not leave this line blank.
Maureen Althea Stennette

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
4202 E. Emerald Dr

6 City, state, and ZIP code
Kennesaw, Ga 30144

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

109-78-6444

OR

Employer identification number

_____-_____-_____-_____-_____-_____-_____-_____-_____-

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ► Maureen Stennette

Date ► 5/12/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



**Department of
Social Services**

Human Resources
Administration
Department of
Homeless Services

DSS-8k (E) 11/01/2018 (page 1 of 2)

Change of Payee for CityFHEPS Payments

The person who completes this form must be either:

1. The managing agent;
2. The person who signed the original "CityFHEPS Landlord Statement of Understanding";
- OR
3. The current owner.

1. Tenant Information	
Name: <u>Ninoshka Thomas</u>	Program Type: <u>FEPS</u>
Address: <u>462 Beach 64 St, Arverne, NY 11692</u>	
2. Change of Payee Reason and Effective Date	
Reason for Payee Change (check which box applies):	
<input type="checkbox"/> Change in ownership (please provide bill of sale, deed, or other proof of ownership change, if not provided already)	
<input type="checkbox"/> Change in Management (please provide the following if different from the payee information below):	
Management Company Name: _____	
Address: _____ Apt. or Suite #: _____	
City: _____ State: _____ Zip Code: _____	
<input type="checkbox"/> Other: Please explain reason for payee change. _____	
Effective Date of Payee Change: _____	
3. Payee Name (checks will be made payable to the designated payee on behalf of the owner)	
Payee Name: <u>Maureen Stennette</u>	
4. Payee Information	
Name of Contact Person (if Payee is an Entity): _____	
Email: <u>mstennette@yahoo.com</u> Phone #: <u>917-379-4236</u>	

(Turn Page)

5. Mailing Address for Checks		
Address: <u>4202 E. Emerald Dr</u>	Apt. or Suite #: _____	
City: <u>Kennesaw</u>	State: <u>Ga</u>	Zip Code: <u>30144</u>
6. Payee's Mailing Address (if different from Mailing Address for Checks above)		
Address: _____		Apt. or Suite #: _____
City: _____	State: _____	Zip Code: _____
7. Landlord Statement		
Complete and sign the statement below:		

Please be advised that I _____, hereby authorize
(print landlord name)

_____ to receive payment for the apartment
(print payee name)

located at: _____
(print full address)

for the above-referenced tenant.

Landlord Name: Maureen Stennette

Landlord Signature: Maureen Stennette

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF QUEENS: HOUSING PART D

Index No. L&T 066794/20

MAUREEN STENNETTE,
Petitioner,

Sergio Jimenez
Judge, Housing Court
11/1/22

-against-

STIPULATION OF SETTLEMENT

NINOSHKA THOMAS, ROMAN THOMAS,
JOHN/JANE DOE,
Respondents.

Petitioner and respondent Ninoshka Thomas do hereby stipulate and agree as follows:

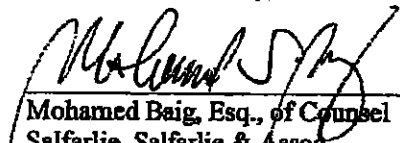
1. Petitioner's motion seeking execution of the warrant is granted to the extent of staying execution through January 21, 2021 subject to any further Administrative Orders, Directives, Executive Orders and/or other changes in law that may impact petitioner's right to execute the warrant of eviction. Nothing herein shall be deemed a waiver of respondent's rights under, or petitioner's obligation to comply with, any such limits, requirements or changes imposed on or after the date of this stipulation.
2. In the event respondent fails to vacate by January 21, 2021, marshal's notice may be served and warrant executed. APS notification for respondent Roman Thomas upon default.
3. The parties acknowledge that respondent Ninoshka Thomas is currently residing in the subject premises with her minor children and may use this stipulation as proof of such for purposes of starting/continuing utilities services in the apartment.
4. Respondent Ninoshka Thomas represents that respondent Roman Thomas is currently incapacitated at the Cliffsides Rehabilitation and Residential Health Center in Flushing, Queens, has not been in the subject premises since January 2020 and does not believe that Mr. Thomas intends to return to the apartment.

5. Petitioner reserves claims for rent arrears and/or use and occupancy through vacate date and respondent reserves defenses.


6. Electronic signatures shall be deemed originals for purpose of this stipulation.

7. Either party may file this stipulation with the Court.

Dated: Queens, NY
December 21, 2020


Mohamed Baig, Esq., of Counsel
Salfarlie, Salfarlie & Assoc.,
88-18 Sutphin Blvd.
Jamaica, NY 11435
718-291-7433
Attorneys for Petitioner


Mahreen Stennette, Petitioner


Daniel Nakos, of Counsel
The Legal Aid Society
120-46 Queens Blvd., 3rd Fl.
Kew Gardens, NY 11415
646-568-0950
Attorneys for Respondent, Ninoshka Thomas

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PERFECT PROPERTIES

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LEASE AGREEMENT

The Landlord and Tenant agree to lease the Apartment at the Rent and for the Term stated on these terms:

LANDLORD: STROGGS 461 Madison Ave, New York, NY 10017
 APARTMENT: 461 Madison Ave, Apt 11B
 TENANT: Stacy Campbell
 Apartment (and terrace, if any): 461 Madison Ave, Apt 11B

Lease Date:	Term:	Yearly Rent:
10-18	beginning: <u>March 1, 2018</u>	\$ <u>2,497.22</u>
	ending: <u>Feb 28, 2019</u>	Monthly Rent: \$ <u>199.77</u>
		Security: \$ <u>1,000.00</u>

Additional terms on _____

1. Use

The Apartment must be used only as a private Apartment to live in and for no other reason. Only a party signing this Lease and the spouse and children of that party may use the Apartment.

2. Failure to give possession

Landlord shall not be liable for failure to give Tenant possession of the Apartment on the beginning date of the Term. Rent shall be payable as of the beginning of the Term unless Landlord is unable to give possession. Rent shall then be payable as of the date possession is available. Landlord will notify Tenant as to the date possession is available. The ending date of the Term will not change.

3. Rent, added rent

The rent payment for each month must be paid on the first day of that month at Landlord's address. Landlord need not give notice to pay the rent. Rent must be paid in full and no amount subtracted from it. The first month's rent is to be paid when Tenant signs this Lease. Tenant may be required to pay other charges to Landlord under the terms of this Lease. They are to be called "added rent." This added rent is payable as rent, together with the next monthly rent due. If Tenant fails to pay the added rent on time, Landlord shall have the same right against Tenant as if Tenant failed to pay rent. Payment of rent in installments is for Tenant's convenience only. If Tenant defaults, Landlord may give notice to Tenant that Tenant may no longer pay rent in installments. The entire balance for the remaining part of the Term will then be due and payable.

4. Security

Tenant has given Security to Landlord in the amount stated above. If Tenant fully complies with all of the terms of this Lease, Landlord will return the Security after the Term ends. If Tenant does not fully comply with the terms of this Lease, Landlord has the Security to pay amounts owed by Tenant, including damages. If Landlord sells or leases the Building, Landlord may give the Security to the buyer or lessee. Tenant will look only to the buyer or lessee for the return of the Security.

5. Services

Landlord will supply: (a) heat as required by law, and (b) hot and cold water for bathroom and kitchen sink. Shopping or reducing of services (a) will not be reason for Tenant to stop paying rent or to make a money claim or to claim eviction. Damage to the equipment or appliances supplied by Landlord caused by Tenant's act or neglect, may be required by Landlord at Tenant's expense. The repair cost will be added rent.

Tenant must pay for all electric, gas, telephone, water, sewerage and other utility services used in the Apartment and arrange for them with the public utility company.

Landlord may stop service of the plumbing, heating, elevator, air conditioning or electrical systems, because of accident, emergency, repairs, or changes until the work is complete. If unable to supply any service because of labor trouble, Government order, lack of fuel supply or other cause not controlled by Landlord, Landlord is excused from supplying that service. Service shall resume when Landlord is able to supply it.

6. Repairs

Tenant must take good care of the Apartment and all equipment and fixtures in it. Tenant must, at Tenant's cost, make all repairs and replacements whenever the need results from Tenant's act or neglect. If Tenant fails to make a needed repair or replacement, Landlord may do it. Landlord's expense will be added rent.

7. Alterations

Tenant must obtain Landlord's prior written consent to install any partition, flooring, "built in" decorations, partitions, railings or make alterations or to paint or wallpaper the apartment. Tenant must not change the plumbing, ventilating, air conditioning, electric or heating systems. If consent is given, the alterations and installations shall become the property of Landlord when completed and paid for, and shall remain with and as part of the Apartment at the end of the Term. Landlord has the right to demand that Tenant remove the alterations and installations before the end of the Term. The demand shall be by notice, given at least 15 days before the end of the Term. Landlord is not required to do or pay for any work unless stated in this Lease.

8. Fire, accident, defects, damage

Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the Apartment can not be used because of fire or other casualty, Tenant is not required to pay rent for the time the Apartment is unusable. If part of the Apartment is unusable, Landlord need only repair the damaged structural parts of the Apartment. Landlord is not required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by Landlord. Landlord is not responsible for delays due to pending insurance claims, obtaining witnesses, labor and supply problems or any other cause not fully under Landlord's control.

If the fire or other casualty is caused by an act or neglect of Tenant or guest of Tenant, or at the time of the fire or casualty Tenant is in default in any term of this Lease, then all repairs will be made at Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of the repairs will be added rent.

Landlord has the right to demolish or rebuild the Building if there is substantial damage by fire or other casualty. Even if the Apartment is not damaged, Landlord may cancel this Lease within 30 days after the fire or casualty by giving Tenant notice of Landlord's intention to demolish or rebuild. The Lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the Apartment to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the Lease is cancelled Landlord is not required to repair the Apartment or Building.

9. Liability

Landlord is not liable for loss, expense, or damage to any person or property, unless due to Landlord's negligence. Tenant is responsible for all acts of Tenant's family, employees, guests or invitees.

10. Landlord may enter

Landlord may at reasonable times, enter the Apartment to examine, to make repairs or alterations, and to show it to possible buyers, lenders or tenants.

11. Assignment and sublease

Tenant must not assign this Lease or sublet all or part of the Apartment or permit any other person to use the Apartment. If Tenant does, Landlord has the right to cancel the Lease as stated in the Default section.

12. Subordination

This Lease and Tenant's rights are subject and subordinate to all present and future: (a) leases for the Building or the land on which it stands, (b) mortgages on the lease or the Building or land, (c) agreements securing money paid or to be paid by a lender, and (d) terms, conditions, covenants, changes of any kind and covenants of the supergrants or leases or lender agreements. Tenant must promptly execute any certificate(s) that Landlord requests to show that this Lease is so subject and subordinate. Tenant must Landlord to sign these certificate(s) for Tenant.

13. Confirmation

If all of the Apartment or Building is taken or condemned by a legal authority, the Term, and Tenant's rights shall end as of the date the authority takes title to the Apartment or Building. If any part of the Apartment or Building is taken, Landlord may cancel this Lease on notice to Tenant. The notice shall set a cancellation date not less than 30 days from the date of the notice. If the Lease is

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PERFECT PROPERTIES

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cancelled. Tenant must deliver the Apartment to Landlord on the cancellation date together with all rent due to that date. The entire award for any taking belongs to Landlord. Tenant gives Landlord any interest Tenant may have to any part of the award. Tenant shall make no claim for the value of the remaining part of the Term.

14. Tenant's duty to obey laws and regulations

Tenant must, at Tenant's expense, promptly comply with all laws, orders, rules, regulations, and directions, of all governmental authorities, Landlord's insurers, Board of Fire Underwriters, or similar groups. Tenant may not do anything which may increase Landlord's insurance premiums. If Tenant does, Tenant must pay the increase as added cost.

15. Tenant's defaults and Landlord's remedies

A. Landlord may give 5 days written notice to Tenant to correct any of the following defaults:

1. Failure to pay rent or added rent on time.
2. Improper assignment of the Lease, improper subleasing all or part of the Apartment.
3. Improper conduct by Tenant or other occupant of the Apartment.
4. Failure to fully perform any other term in the Lease.

B. If Tenant fails to correct the defaults in section A within the 5 days, Landlord may cancel the Lease by giving Tenant a written 3 day notice stating the date the Term will end. On that date the Term and Tenant's rights in this Lease automatically end and Tenant must leave the Apartment and give Landlord the keys. Tenant continues to be responsible for rent, expenses, damages and losses.

C. If the Lease is cancelled, or rent or added rent is not paid on time, or Tenant vacates the Apartment, Landlord may in addition to other remedies take any of the following steps:

1. Use dispossession, eviction or other lawful method to take back the Apartment, and
2. To the extent permitted by law, enter the Apartment and remove Tenant and any person or property.

D. If the Lease is ended or Landlord takes back the Apartment, rent and added rent for the unexpired Term becomes due and payable. Landlord may re-rent the Apartment and any thing in it for any Term. Landlord may re-rent for a lower rent and give allowances to the new Tenant. Tenant shall be responsible for Landlord's cost of re-renting. Landlord's cost shall include the cost of repairs, decorations, broker's fees, attorney's fees, advertising and preparation for re-renting. Tenant shall continue to be responsible for rent, expenses, damages and losses. Any rent received from the re-renting shall be applied to the reduction of money Tenant owes. Tenant waives all rights to return to the Apartment after possession is given to the Landlord by a Court.

Landlord and Tenant waive trial by a jury in any matter which comes up between the parties under or because of this Lease (except for a personal injury or property damage claim). In a proceeding to get possession of the Apartment, Tenant shall not have the right to make a counterclaim or setoff.

17. Notices

Any bill, statement or notice must be in writing. If to Tenant, it must be delivered or mailed to the Tenant at the Apartment, if to Landlord it must be mailed to Landlord's address. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. A notice must be sent by certified mail. Landlord must send a written notice to Tenant if Landlord's address is changed.

18. No waiver, illegality

Landlord's acceptance of rent or failure to enforce any term in this Lease is not a waiver of any of Landlord's rights. If a term in this Lease is illegal, the rest of this lease remains in full force.

19. Bankruptcy, insolvency

If (1) Tenant assigns property for the benefit of creditors, (2) Tenant files a voluntary petition or an involuntary petition in Court against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant 30 days notice of termination of the Term of this Lease. If any of the above is not fully dismissed within the 30 days, the Term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, taxes and expenses without effect.

20. Rules

Tenant must comply with Landlord's Rules. Notice of Rules will be posted or given to Tenant. Landlord need not enforce Rules against other Tenants. Landlord is not liable to Tenant if another tenant violates the Rules. Tenant receives no rights under the Rules.

21. Representations

Tenant has read this Lease. All provisions made by the Landlord are in this Lease. There are no others.

22. Landlord unable to perform

If due to labor trouble, government order, lack of supply, Tenant's act or neglect, or any other cause not fully within Landlord's reasonable control Landlord is delayed or unable to (a) carry out any of the Landlord's promises or agreements, (b) supply any service to be supplied, (c) make any required repair or change in the Apartment or Building, or (d) supply any equipment or appliances, this Lease shall not be ended or Tenant's obligations affected.

23. End of term

At the end of the Term, Tenant must leave the Apartment clean and in good condition, subject to ordinary wear and tear, remove all of Tenant's property and all Tenant's installations and decorations, repair all damages to the Apartment and Building caused by moving, and return the Apartment to its condition at the beginning of the Term.

24. Spices "as is"

Tenant has inspected the Apartment and Building. Tenant states they are in good order and repair and takes the Apartment "as is."

25. Quiet enjoyment and habitability

Subject to the terms of this Lease, as long as Tenant is not in breach, Tenant may peacefully and quietly have, hold, and enjoy the Apartment for the Term. Landlord agrees that the Apartment and Building are fit for human living and there is no condition dangerous to health, life or safety.

26. Landlord's consent

If Tenant requests Landlord's consent to any act and such consent is not given, Tenant's only right is to ask the Court to force Landlord to give consent. Tenant agrees not to make any claim against Landlord for money or subject any suit from the rent because such consent was not given.

27. Legal fees

The successful party in a legal action or proceeding between Landlord and Tenant for non-payment of rent or recovery of possession of the Apartment may recover reasonable legal fees and costs from the other party.

28. Lease binding on

This Lease is binding on Landlord and Tenant and those that fully succeed to their rights or take their place.

29. Landlord

Landlord means the owner, or the trustee of the Building, or a lender in possession. Landlord's obligations that when Landlord's interest in the Building is transferred, any act Landlord may do may be performed by Landlord's agent or assignee.

30. Paragraph headings

The Paragraph headings are for convenience only.

31. Changes

This Lease may be changed only by an agreement in writing signed by and delivered to each party.

32. Extending date

This Lease is effective when Landlord delivers to Tenant a copy signed by all parties.

33. No LFT, No waiver, No buyer, No Land matter

New York RPL § 223-a requires one of the following statements in residential leases (check as appropriate).

☐ There is no operative sprinkler system in the residential leased premises or common areas of the building.

☐ There is an operative sprinkler system in the ☐ residential leased premises, ☐ common areas of the building. The last date of maintenance and inspection of the system was

Signature Landlord and Tenant have signed this Lease and the date is the

LANDLORD: *Manha* *ST* *di* *THE*


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** See International Mail Manual at <http://pe.usps.com> for availability and limitations of coverage.

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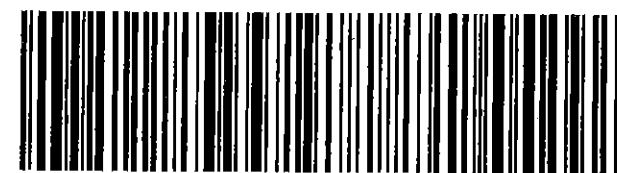
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 Maureen Stennette
4202 E Emerald Dr Nw
Kennesaw GA 30144-5152

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500 Pearl St
New York NY 10007-1316

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